

Spencer A. Schneider (SBN 175071)
saschneider@b3law.com
John J. Moura (SBN 082457)
jjmoura@b3law.com
BERMAN, BERMAN & BERMAN, LLP
11900 W. Olympic Blvd., Suite 600
Los Angeles, California 90064
Telephone (310) 447-9000
Facsimile (310) 447-9011

Attorneys for Defendant
GENERAL AGENTS INSURANCE COMPANY OF AMERICA, INC.
(Erroneously sued and served as GAINSCO, INC.)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BLAJIT SINGH,
individually and
allegedly doing business
as GREYLINE CAB/YELLOW
CAB,

Plaintiff,

v.

GAINSCO, INC. and DOES 1
-10,

Defendant.

CASE NO. C08-03874 PJH

[28 U.S.C. §1446(d)]

**PROOF OF SERVICE OF
ADVERSE PARTY OF REMOVAL
OF ACTION TO FEDERAL COURT**

TO THE UNITED STATES DISTRICT COURT:

I, Ani Makhanian, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action.

On August 12, 2008, I served opposing counsel by depositing a sealed envelope for collection and mailing with the United States Postal Service at Los Angeles, California with a true and correct copy of Notice to

1 Adverse Party of Removal of Action to Federal Court
2 (attached hereto as Exhibit "A") and a copy of Notice
3 of Filing Removal of Action with Federal Court
4 (attached hereto as Exhibit "B").

5 I declare under the penalty of perjury under the
6 laws of State of California that the foregoing is true
7 and correct.

8 Executed this 27th day of August, 2008 at Los
9 Angeles, California.

10 

11 ANI MAKHANIAN, Declarant
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

1
2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State
6 of California. I am over the age of 18 and not a party
7 to the within action. My business address is 11900
8 West Olympic Blvd., Ste. 600, Los Angeles, California
9 90064.

10 On August 26, 2008, I served the foregoing document
11 described as **"PROOF OF SERVICE OF ADVERSE PARTY OF
12 REMOVAL OF ACTION TO FEDERAL COURT"** on the interested
13 parties in this action by placing a [X] true copy
14 thereof [] the original document enclosed in a sealed
15 envelope addressed as follows:

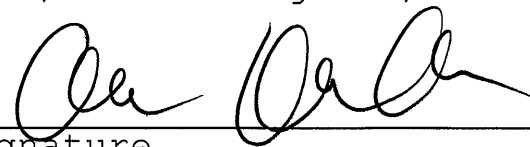
16 [SEE ATTACHED SERVICE LIST]
17 X (BY MAIL) In accordance with the regular mail
18 collection and processing practices of this
19 business office, with which I am familiar, by
20 means of which mail is deposited with the
21 United States Postal Service at Los Angeles,
22 California that same day in the ordinary course
23 of business, I deposited such sealed envelope
24 for collection and mailing on this same date
25 following ordinary business practices.

26 (BY PERSONAL SERVICE)
27 _____ By personally delivering copies to the
28 person served.
_____ I delivered such envelope by hand to the
office of the addressee pursuant to
C.C.P. Section 1011.
_____ I caused such envelope to be delivered by
hand to the office of the addressee,
either by overnight delivery via Overnight
Express.
_____ I caused such envelope to be delivered to
the office of the addressee, by telecopier
or facsimile machine. Proof of such
delivery is attached hereto.

29 STATE
30 X I declare under penalty of perjury under the
31 laws of the State of California that the above
32 is true and correct.

33 Executed on August 26, 2008, at Los Angeles,
34 California.

35 ANI MAKHANIAN
36 Name

37 
38 Signature

Service List

SINGH v. GAINSCO, INC.

Alameda County Superior Court Case No. RG08395501

United States District Court Case No. TBA

Alexander J. Berline, Esq.

Christine Hiler, Esq.

HANSON BRIDGETT, LLP

425 Market Street, 26th Floor

San Francisco, CA 94105

Telephone (415) 777-3200

Facsimile (415) 541-9366

Attorneys for Plaintiff

BALJIT SINGH, individually and
allegedly doing business as GREYLINE CAB/YELLOW CAB

EXHIBIT "A"

ENDORSED
FILED
ALAMEDA COUNTY

AUG 13 2008

CLERK OF THE SUPERIOR COURT
By CHERYL CLARK
Deputy

COPY

1 Spencer A. Schneider (SBN 175071)
Karen E. Adelman (SBN 216927)
2 John J. Moura (SBN 082457)
BERMAN, BERMAN & BERMAN, LLP
3 11900 W. Olympic Blvd., Suite 600
Los Angeles, California 90064
4 Telephone (310) 447-9000
Facsimile (310) 447-9011

5 Attorneys for Defendant
6 GENERAL AGENTS INSURANCE COMPANY OF AMERICA, INC.
(Erroneously sued and served as GAINSCO, INC.)
7

8 SUPERIOR COURT OF CALIFORNIA

9 FOR THE COUNTY OF ALAMEDA

10
11 BLAJIT SINGH, individually and) CASE NO. RG08395501
allegedly doing business as)
12 GREYLINE CAB/YELLOW CAB,) [28 U.S.C. §1446(d)]

13 Plaintiff,) **NOTICE TO ADVERSE PARTY OF**
14 v.) **REMOVAL OF ACTION TO FEDERAL**
15 GAINSCO, INC. and DOES 1 -10,) **COURT**

16 Defendant.)
17

18 TO PLAINTIFF AND TO HIS ATTORNEYS OF RECORD:

19 PLEASE TAKE NOTICE that on August 13, 2008, a Notice of
20 Removal of this action was filed in the United States District
21 Court for the Northern District of California.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 A copy of the said Notice of Removal is attached to this
2 Notice and is served and filed herewith.

3
4 Dated: August 12, 2008

BERMAN, BERMAN & BERMAN, LLP

5
6 By: 

Spencer A. Schneider

Karen E. Adelman

John J. Moura

Attorneys for Defendant

GENERAL AGENTS INSURANCE COMPANY
OF AMERICA, INC.

(Erroneously sued and served as
GAINSCO, INC.)

1 Spencer A. Schneider (SBN 175071)
Karen E. Adelman (SBN 216927)
2 John J. Moura (SBN 082457)
BERMAN, BERMAN & BERMAN, LLP
3 11900 W. Olympic Blvd., Suite 600
Los Angeles, California 90064
4 Telephone (310) 447-9000
Facsimile (310) 447-9011

5 Attorneys for Defendant
6 GENERAL AGENTS INSURANCE COMPANY OF AMERICA, INC.
(Erroneously sued and served as GAINSCO, INC.)
7

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 BLAJIT SINGH, individually and) CASE NO.
allegedly doing business as)
12 GREYLINE CAB/YELLOW CAB,) [28 U.S.C. §1441(a)]
)
13 Plaintiff,) **NOTICE OF REMOVAL OF ACTION;**
) **DEMAND FOR JURY TRIAL**
14 v.)
)
15 GAINSCO, INC. and DOES 1 -10,)
)
16 Defendant.)
)
17

18 TO THE CLERK OF THE ABOVE-ENTITLED COURT:

19 PLEASE TAKE NOTICE that defendant General Agents Insurance
20 Company of America, Inc., erroneously sued and served as GAINSCO,
21 INC. (hereinafter "Gainsco"), hereby removes to this Court, based
22 upon diversity jurisdiction, the state court action described
23 below.

24 1. On June 27, 2008, plaintiff Baljit Singh, individually
25 and allegedly doing business as Greyline Cab/Yellow Cab
26 (hereinafter "Singh"), commenced an action in the Superior Court
27 of the State of California for the County of Alameda, entitled

28 ///

1 *Singh, et al. v. GAINSCO, Inc.*, Case No. RG08395501. A true and
2 correct copy of said complaint is attached hereto as Exhibit "A."

3 2. The first date upon which Gainsco received a copy of
4 the above-mentioned complaint was July 14, 2008, when plaintiff
5 served the summons and complaint upon Gainsco. A true and
6 correct copy of the summons is attached hereto as Exhibit "B."
7 No other pleadings were served upon or received by Gainsco prior
8 to August 12, 2008.

9 3. No further proceedings have been conducted in this
10 matter in the Superior Court of the State of California for the
11 County of Alameda.

12 4. This action is a civil action over which this Court has
13 original jurisdiction pursuant to 28 U.S.C. §1332 in that it is a
14 civil action between citizens of different states and the matter
15 in controversy exceeds the sum or value of \$75,000.00, exclusive
16 of interests and costs. Therefore, pursuant to the provisions of
17 28 U.S.C. §1441(a), Gainsco may remove this action to this Court.

18 5. Gainsco is informed and believes that plaintiff was, at
19 the time of the filing of this action, and still is a citizen of
20 the State of California. Gainsco was, at the time of the filing
21 of this action, and still is a corporation incorporated under the
22 laws of the State of Oklahoma and has its principal place of
23 business in the State of Texas.

24 6. The only defendants other than Gainsco are DOE
25 defendants. These defendants are wholly fictitious and sham
26 parties against whom no relief is, or could be, sought in this
27 action. Pursuant to 28 U.S.C. §1441(a), this Court should
28 disregard the citizenship of any defendant sued under this

1 fictitious name. Accordingly, it is not necessary that any other
2 parties join in this notice of removal of action.

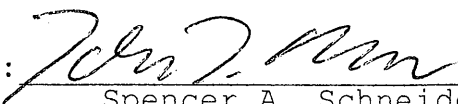
3 7. This is an insurance bad faith action in which
4 plaintiff's complaint prays for special and general damages in an
5 amount no less than \$925,000, representing the sum plaintiff
6 allegedly paid in settlement to satisfy a default judgment
7 entered in an underlying action entitled *Kuljeet Singh, et al. v.*
8 *Baljit Singh, etc.*, Contra Costa County Superior Case No. C99-
9 01230. In addition, plaintiff prays for punitive damages and
10 attorneys' fees pursuant to *Brandt v. Superior Court* (1985) 37
11 Cal.3d 813. Thus, the amount in controversy, exclusive of
12 interest and costs, exceeds the sum of \$75,000.00.

13 8. This notice is filed with this Court within 30 days
14 after service upon Gainsco of summons and complaint in the
15 above-entitled action. Therefore, this removal is timely as
16 required by 28 U.S.C. §1446(b).

17 9. Pursuant to 28 U.S.C. §1446(a), true and correct copies
18 of all process, pleadings, and orders served by or upon Gainsco
19 in the state court action are attached collectively hereto as
20 Exhibit "C."

21
22 Dated: August 12, 2008

BERMAN, BERMAN & BERMAN, LLP

23
24 By: 
25 Spencer A. Schneider
26 Karen E. Adelman
27 John J. Moura
28 Attorneys for Defendant
GENERAL AGENTS INSURANCE COMPANY
OF AMERICA, INC.
(Erroneously sued and served as
GAINSCO, INC.)

DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE that defendant General Agents Insurance Company of America, Inc., erroneously sued and served as GAINSCO, INC., hereby demands trial by jury of the above-entitled action.

Dated: August 12, 2008

BERMAN, BERMAN & BERMAN, LLP

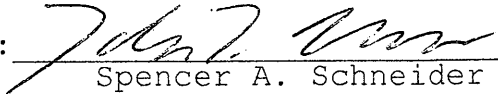
By: 
Spencer A. Schneider
Karen E. Adelman
John J. Moura
Attorneys for Defendant
GENERAL AGENTS INSURANCE COMPANY
OF AMERICA, INC.
(Erroneously sued and served as
GAINSCO, INC.)

EXHIBIT "A"

1 HANSON BRIDGETT LLP
2 ALEXANDER J. BERLINE - 158098
3 aberline@hansonbridgett.com
4 CHRISTINE HILER - 245331
5 chiler@hansonbridgett.com
6 425 Market Street, 26th Floor
7 San Francisco, CA 94105
8 Telephone: (415) 777-3200
9 Facsimile: (415) 541-9366

10 Attorneys for Plaintiff BALJIT SINGH,
11 individually and allegedly doing business as
12 GREYLINE CAB/YELLOW CAB

**ENDORSED
FILED
ALAMEDA COUNTY**

JUN 27 2008

CLERK OF THE SUPERIOR COURT

By **M. Hayes** Deputy

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF ALAMEDA**

11 BALJIT SINGH, individually and
12 allegedly doing business as
13 GREYLINE CAB/YELLOW CAB,

14 Plaintiff,

15 v.

16 GAINSCO INC. and DOES 1 - 10,

17 Defendant.

No. *LC* 08395501

COMPLAINT FOR DAMAGES

18
19
20 **INTRODUCTION**

21
22 Taxi driver Kuljeet Singh was injured on April 23, 1998 while driving a taxi cab
23 (Yellow Cab #112, CA #5S18784), filed a complaint making certain allegations against
24 BALJIT SINGH ("BALJIT"), and obtained a substantial judgment. This is an action by
25 BALJIT against the Auto & General Liability insurer, defendant GAINSCO, INC.
26 (hereinafter, "GAINSCO"), and DOES 1 through 10 (collectively referred to as
27 "Defendants"), to recover sums paid to satisfy that Kuljeet Singh judgment (a true and
28 correct copy which is attached hereto as Exhibit A).

PARTIES

1. At all times herein mentioned, Bay Area Taxi Management, Inc. ("BATM") was a California corporation with its principal place of business in Oakland, California. BATM managed the operations of the Yellow Cab fleet, and BALJIT was an officer of BATM.

2. At all times herein mentioned, BALJIT was an individual and a resident of Alameda, California.

3. At all times herein mentioned, GAINSCO was a Texas insurer authorized to do business in the State of California.

4. The true names and capacities, whether individual, corporate or otherwise, of the Defendants named herein as DOES 1 through 10, are unknown to Plaintiff, who, therefore, sues said Defendants under such fictitious names. Plaintiff is informed and believes, and thereon allege, that each of the Defendants designated herein as a "DOE" are responsible in some manner for the events and happenings herein referred to and caused some injuries and damages to Plaintiff as herein alleged.

THE INSURANCE POLICY

5. On information and belief, in 1997, Plaintiff submitted an application for Auto & General Liability Insurance to GAINSCO. On information and belief, thereafter, in consideration of premium payments, GAINSCO by its duly authorized agents executed and delivered in Oakland, California, an Auto & General Liability policy of insurance bearing policy number GPP143242, which was effective October 26, 1997, to October 26, 1998 (hereinafter, the "GAINSCO POLICY").

THE UNDERLYING KULJEET ACTION

6. On information and belief, on or about early 1998 Kuljeet Singh entered into an independent contractor agreement to perform taxi cab driver duties for GREYLINE CAB/YELLOW CAB.

7. On information and belief, on or about April 23, 1998, Kuljeet Singh responded to a call at 935 Triangle Court, Richmond, California. Kuljeet Singh alleged

1 that the safety shield, between the passenger and driver compartments, was defective.
2 Kuljeet Singh further alleged that GREYLINE/YELLOW cab violated its own safety
3 guidelines in dispatching the call. Due to this alleged negligence, Kuljeet Singh alleged
4 that he was severely injured in a gun shooting incident (hereinafter, the "INCIDENT").

5 8. Kuljeet Singh and his wife filed a suit for negligence, assault, and loss of
6 consortium against Plaintiff (hereinafter, the "KULJEET ACTION").

7 9. Plaintiff was not served with the KULJEET ACTION complaint, and the
8 matter went into default.

9 10. On information and belief, Plaintiff timely tendered the KULJEET ACTION
10 complaint to GAINSCO, and/or its agents.

11 11. Prior counsel for Plaintiff tried to set aside that default, but the request was
12 denied and a substantial default judgment was entered (1) in favor of Kuljeet Singh in
13 the sum of one million dollars (\$1,000,000), together with costs and disbursements, and
14 interest on said judgment; and (2) in favor of Kuljeet Singh's wife in the sum of fifty
15 thousand (\$50,000), together with costs and disbursements, and interest on said
16 judgment.

17 12. The matter was dormant for several years, until counsel for Kuljeet Singh
18 and his wife started enforcement proceedings on the judgment, which the parties
19 eventually settled for \$925,000 (which has now been paid).

20 13. On May 1, 2008, counsel for Plaintiff sent a letter to GAINSCO seeking
21 reimbursement of these sums and of all defense expenses fees and costs. GAINSCO
22 disputes responsibility and refuses to reimburse Plaintiff.

23 JURISDICTION AND VENUE

24 14. Jurisdiction is proper in this Superior Court in and for the City and County
25 of Alameda pursuant to California Code of Civil Procedure section 410.10 because this
26 Court has general subject matter jurisdiction and no statutory exceptions to jurisdiction
27 exist.

28 15. Venue is proper in the City and County of Alameda pursuant to California

1 Code of Civil Procedure section 395.5, *inter alia*, because the contracts of insurance
2 were delivered and performed in Alameda.

3 **FIRST CAUSE OF ACTION**

4 **(Breach of Insurance Contract, By Plaintiff Against GAINSCO, and DOES 1-10.)**

5 16. Plaintiff incorporates by reference, as though fully set forth herein, the
6 above paragraphs 1 through 15.

7 17. On information and belief, Plaintiff fully and timely complied with all
8 provisions of the GAINSCO POLICY including, but not limited to, timely payment of the
9 premium and timely tender of the underlying claim and the KULJEET ACTION to
10 GAINSCO. In the alternative, Plaintiff alleges that he was excused from full compliance
11 because the insurance at issue was mandatory and required by State and/or Local law.

12 18. GAINSCO was and is contractually obligated to defend and indemnify
13 Plaintiff from suits for bodily injury.

14 19. Plaintiff was sued in the KULJEET ACTION for bodily injury stemming from
15 the INCIDENT. Plaintiff demanded that he be defended and indemnified under the
16 GAINSCO POLICY. GAINSCO has refused and continues to refuse to defend or
17 indemnify Plaintiff, and therefore is in breach of contractual obligations GAINSCO
18 undertook in the GAINSCO POLICY.

19 20. Plaintiff performed all other duties as required under the GAINSCO
20 POLICY, except those duties which have been excused by GAINSCO'S breach or non-
21 performance.

22 21. The acts of GAINSCO alleged above were done unreasonably and in
23 breach of the GAINSCO POLICY and the contractual covenant of good faith and fair
24 dealing.

25 22. As a proximate result of GAINSCO'S contractual breaches, Plaintiff has
26 been compelled to engage counsel and to incur attorneys' fees and other costs and
27 expenses in the defense of the KULJEET ACTION and in prosecution of this Complaint.
28

1 As a further proximate result of GAINSCO's wrongful denial, Plaintiff has been
2 compelled to incur related expenses all according to proof, including but not limited to
3 paying the \$925,000 settlement.

4 **SECOND CAUSE OF ACTION**

5 **(Declaratory Relief, That GAINSCO is Obligated to Defend Plaintiff from the**
6 **KULJEET ACTION, By Plaintiff Against GAINSCO, and DOES 1-10.)**

7 23. Plaintiff incorporates by reference, as though fully set forth herein, the
8 above paragraphs 1 through 22.

9 24. An actual controversy has arisen and now exists between Plaintiff and
10 GAINSCO concerning their respective rights and duties in that GAINSCO contends that
11 it has no obligation to defend Plaintiff from the KULJEET ACTION despite, on
12 information and belief, Plaintiff's proper tender. Plaintiff contends that GAINSCO is
13 obligated to defend Plaintiff.

14 25. A judicial declaration is necessary and appropriate at this time under the
15 circumstances in order that Plaintiff may ascertain their rights and duties under the
16 GAINSCO POLICY. Wherefore Plaintiff prays for a declaratory judgment that GAINSCO
17 must defend Plaintiff from the KULJEET ACTION.

18 **THIRD CAUSE OF ACTION**

19 **(Declaratory Relief, That GAINSCO is Obligated to Indemnify Plaintiff from the**
20 **SINGH LAWSUIT, By Plaintiff Against GAINSCO, and DOES 1-10.)**

21 26. Plaintiff incorporates by reference, as though fully set forth herein, the
22 above paragraphs 1 through 25.

23 27. An actual controversy has arisen and now exists between Plaintiff and
24 GAINSCO concerning their respective rights and duties in that GAINSCO contends that
25 it has no obligation to indemnify Plaintiff from the KULJEET ACTION. Plaintiff contends
26 that GAINSCO is obligated to indemnify Plaintiff.

27 28. A judicial declaration is necessary and appropriate at this time under the
28 circumstances in order that Plaintiff may ascertain his rights and duties under the

1 GAINSCO POLICY. Wherefore Plaintiff prays for a declaratory judgment that GAINSCO
2 must indemnify Plaintiff from the KULJEET ACTION.

3 **FOURTH CAUSE OF ACTION**

4 **(Tortious Bad Faith Denial of Duty to Defend and/or Indemnify, By Plaintiff Against**
5 **GAINSCO, and DOES 1-10.)**

6 29. Plaintiff incorporates by reference, as though fully set forth herein, the
7 above paragraphs 1 through 28.

8 30. GAINSCO'S acts alleged above were done unreasonably and in tortuous
9 breach of the covenant of good faith and fair dealing.

10 31. As a proximate result of GAINSCO'S refusal to cover the INCIDENT,
11 Plaintiff was compelled to incur attorneys' fees and other costs and expenses in the
12 defense of the KULJEET ACTION and the litigation of this Complaint. As a further
13 proximate result of GAINSCO'S wrongful denial Plaintiff has been forced to incur related
14 expenses all according to proof, including but not limited to paying the \$925,000
15 settlement.

16 32. The acts of GAINSCO alleged above were done intentionally, maliciously,
17 oppressively, and with the intent of defrauding Plaintiff, who may therefore recover
18 exemplary or punitive damages.

19 **PRAYER**

20 WHEREFORE, Plaintiff prays as follows:

- 21 1. For damages according to proof for breach of contract;
- 22 2. For general and compensatory damages from GAINSCO according to
23 proof;
- 24 3. For defense attorneys' fees and costs;
- 25 4. For prejudgment interest in an amount to be proven at the time of trial;
- 26 5. For a declaration that GAINSCO must defend Plaintiff from the KULJEET
27 ACTION;
- 28 6. For a declaration that GAINSCO must indemnify Plaintiff from the

1 KULJEET ACTION;

2 7. For attorneys' fees and costs incurred in obtaining GAINSCO POLICY
3 benefits, as provided by law (i.e., *Brandt v. Sup. Ct. (Standard Ins. Co.)* (1985) 37 Cal.3d
4 813);

5 8. For exemplary and punitive damages as against GAINSCO;

6 9. For costs of suit herein incurred; and,

7 10. For such other and further relief as this Court may deem proper.

8

9 DATED: June 27, 2008

HANSON BRIDGETT LLP

10

11

By: Christi Hiler
CHRISTINE HILER
Attorneys for Plaintiff BALJIT SINGH,
individually and allegedly doing
business as GREYLINE CAB/YELLOW
CAB

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT A

1 ELIZABETH F. MCDONALD, State Bar No. 177363
2 LAW OFFICES OF ELIZABETH F. MCDONALD
3 55 New Montgomery Street, Suite 724
4 San Francisco, California 94105
5 Telephone: (415) 512-7788
6 Facsimile: (415) 512-7440

7 Attorneys for Plaintiffs,
8 KULJEET SINGH and KAMALDEEP SINGH

FILED

NOV 28 2008

U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF CONTRA COSTA

11 KULJEET SINGH and KAMALDEEP No. C99-01230
12 SINGH,

13 Plaintiffs, JUDGMENT BY COURT AFTER DEFAULT

14 vs.

15 BALJIT SINGH, individually and
16 doing business as GREYLINE
17 CAB/YELLOW CAB, et al.

18 Defendants.

19 This cause came on to be heard before the Honorable James R.
20 Trembath presiding in Department 17, on November 30, 1999 at 9:00
21 a.m., Elizabeth F. McDonald of the Law Offices of Elizabeth F.
22 McDonald appearing as attorney for plaintiffs, and it appearing
23 that defendant(s) having been regularly served with process, having
24 failed to appear and answer the plaintiff's complaint filed herein,
25 and the default of said defendant(s) having been duly entered and
26 evidence having been introduced in open session of this Court:

27
28 / / /

JUDGMENT BY COURT AFTER DEFAULT

1 The court having heard the testimony of plaintiffs and having
2 reviewed the documentary evidence presented by plaintiffs hereby
3 finds that: Defendant BALJIT SINGH, individually and doing business
4 as GREYLINE CAB\YELLOW CAB was negligent; that as a result of
5 defendant's negligence, plaintiff KULJEET SINGH suffered severe
6 life threatening injuries; that as a further result of defendant's
7 negligence plaintiff KULJEET SINGH has incurred economic damages
8 for medical treatment and services in the sum of \$380,000, and
9 further, plaintiff KULJEET SINGH suffered wage loss in the sum of
10 \$30,000.

11 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff
12 KULJEET SINGH recover from defendant BALJIT SINGH, individually and
13 doing business as GREYLINE CAB\YELLOW CAB damages in the sum of One
14 Million Dollars [\$1,000,000.00], together with plaintiff's costs
15 and disbursements, and interest on said judgment as provided by
16 law.

17 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff
18 KAMALDEEP SINGH recover from defendant BALJIT SINGH, individually
19 and doing business as GREYLINE CAB\YELLOW CAB damages in the sum of
20 Fifty Thousand [\$50,000], together with plaintiff's costs and
21 disbursements, and interest on said judgment as provided by law.

22 The Clerk is ordered to enter the judgment.

23
24 Dated: 2-24-00

JAMES R. TREMBATH
Hon. James R. Trembath
Judge of the Superior Court

EXHIBIT "B"

(CITACION JUDICIAL)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

GAINSCO INC. and DOES 1-10

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)ENDORSED
FILED
ALAMEDA COUNTY

JUN 27 2008

CLERK OF THE SUPERIOR COURT

By M. Hayes Deputy

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

BALJIT SINGH, individually and allegedly doing
business as GREYLINE CAB/YELLOW CAB

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of the State of California
County of Alameda
1225 Fallon Street
Oakland, CA 94612

CASE NUMBER:
(Número de caso):

08395501

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Alexander J. Berline - 158098

(415) 777-3200 (415) 541-9366

Christine Hiler - 245331

Hanson Bridgett LLP

425 Market Street, 26th Floor, San Francisco, CA 94105

DATE: June 27, 2008

Clerk, by

M. Hayes

Deputy:

(Fecha) JUN 27 2008

PAT S. SWEETEN

(Secretario)

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)☐ CCP 416.60 (minor)☐ CCP 416.20 (defunct corporation)☐ CCP 416.70 (conservatee)☐ CCP 416.40 (association or partnership)☐ CCP 416.90 (authorized person)☐ other (specify):

- ☐ by personal delivery on (date):

Page 1 of 1

EXHIBIT "C"

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alexander J. Berline - 158098/Christine Hiler - 245331 Hanson Bridgett LLP 425 Market Street, 26th Floor San Francisco, CA 94105 aberline@hansonbridgett.com TELEPHONE NO.: (415) 777-3200 FAX NO.: (415) 541-9366		FOR COURT USE ONLY ENDORSED FILED ALAMEDA COUNTY JUN 27 2008 CLERK OF THE SUPERIOR COURT By <u>M. Hayes</u> Deputy	
ATTORNEY FOR (Name): PLAINTIFF BAJIT SINGH, indiv. & dba GREYLINE/YELLOW CAB SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: Same CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Rene C. Davidson Alameda County Courthouse		CASE NUMBER: 08395501 JUDGE: DEPT:	
CASE NAME: BALJIT SINGH, individually and allegedly doing business as GREYLINE CAB/YELLOW CAB v. GAINSCO INC. and DOES 1 - 10			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|---|---|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input checked="" type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
<input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | Contract
<input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input checked="" type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
<input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|---|--|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Four - breach of contract; dec. relief to defend plaintiff; dec. relief to indemnify plaintiffs; tortious bad faith
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: June 27, 2008

CHRISTINE HILER

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Short Title: BALJIT SINGH, individually and allegedly doing business as GREYLINE/YELLOW CAB v. GAINSCO, INC. AND DOES 1-10 Case Number:

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

☒ Oakland, Rene C. Davidson Alameda County Courthouse (446) ☐ Hayward Hall of Justice (447)
☐ Pleasanton, Gale-Schenone Hall of Justice (448)

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G) Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	<input type="checkbox"/> 75 Asbestos (D) <input type="checkbox"/> 89 Product liability (not asbestos or toxic tort/environmental) (G) <input type="checkbox"/> 97 Medical malpractice (G) <input type="checkbox"/> 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	<input checked="" type="checkbox"/> 79 Bus tort / unfair bus. practice (G) <input type="checkbox"/> 80 Civil rights (G) <input type="checkbox"/> 84 Defamation (G) <input type="checkbox"/> 24 Fraud (G) <input type="checkbox"/> 87 Intellectual property (G) <input type="checkbox"/> 59 Professional negligence - non-medical (G) <input type="checkbox"/> 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	<input type="checkbox"/> 38 Wrongful termination (G) <input type="checkbox"/> 85 Other employment (G) <input type="checkbox"/> 53 Labor comm award confirmation <input type="checkbox"/> 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	<input type="checkbox"/> 04 Breach contract / Wrnty (G) <input type="checkbox"/> 81 Collections (G) <input checked="" type="checkbox"/> 86 Ins. coverage - non-complex (G) <input type="checkbox"/> 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G) <input type="checkbox"/> 17 Wrongful eviction (G) <input type="checkbox"/> 36 Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	<input type="checkbox"/> 94 Unlawful Detainer - commercial <input type="checkbox"/> 47 Unlawful Detainer - residential <input type="checkbox"/> 21 Unlawful detainer - drugs Is the deft. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	<input type="checkbox"/> 41 Asset forfeiture <input type="checkbox"/> 62 Pet. re: arbitration award <input type="checkbox"/> 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 64 Other judicial review
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	<input type="checkbox"/> 77 Antitrust / Trade regulation <input type="checkbox"/> 82 Construction defect <input type="checkbox"/> 78 Claims involving mass tort <input type="checkbox"/> 91 Securities litigation <input type="checkbox"/> 93 Toxic tort / Environmental <input type="checkbox"/> 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment <input type="checkbox"/> 08 Confession of judgment
Misc. Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	<input type="checkbox"/> 90 RICO (G) <input type="checkbox"/> 88 Partnership / Corp. governance (G) <input type="checkbox"/> 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name <input type="checkbox"/> 69 Other petition

(CITACION JUDICIAL)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

GAINSCO INC. and DOES 1-10

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)ENDORSED
FILED
ALAMEDA COUNTY

JUN 27 2008

CLERK OF THE SUPERIOR COURT

By M. Hayes Deputy

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

BALJIT SINGH, individually and allegedly doing
business as GREYLINE CAB/YELLOW CAB

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of the State of California
County of Alameda
1225 Fallon Street
Oakland, CA 94612

CASE NUMBER:
(Número del caso):

08395501

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Alexander J. Berline - 158098

(415) 777-3200 (415) 541-9366

Christine Hiler - 245331

Hanson Bridgett LLP

425 Market Street, 26th Floor, San Francisco, CA 94105

DATE: June 27, 2008

Clerk, by

M. Hayes

Deputy:

(Fecha) JUN 27 2008

PAT S. SWEETEN

(Secretario)

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

- 3.
- ☐
- on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- 4.
- ☐
- by personal delivery on (date):

Page 1 of 1

TO (insert name of party being served): GAINSCO, INC. and DOES 1-10

The summons and other documents identified below are being served pursuant to section 415.30 of the California Code of Civil Procedure. Your failure to complete this form and return it within 20 days from the date of mailing shown below may subject you (or the party on whose behalf you are being served) to liability for the payment of any expenses incurred in serving a summons on you in any other manner permitted by law.

If you are being served on behalf of a corporation, an unincorporated association (including a partnership), or other entity, this form must be signed by you in the name of such entity or by a person authorized to receive service of process on behalf of such entity. In all other cases, this form must be signed by you personally or by a person authorized by you to acknowledge receipt of summons. If you return this form to the sender, service of a summons is deemed complete on the day you sign the acknowledgment of receipt below.

Date of mailing: July 2, 2008

Kerry T. Pfoor

(TYPE OR PRINT NAME)

(SIGNATURE OF SENDER—MUST NOT BE A PARTY IN THIS CASE)

This acknowledges receipt of *(to be completed by sender before mailing)*:

1. ☒ A copy of the summons and of the complaint.
2. ☒ Other: (specify): ADR Information Package, Civil Case Cover Sheet

(To be completed by recipient):

Date this form is signed:

(TYPE OR PRINT YOUR NAME AND NAME OF ENTITY, IF ANY,
ON WHOSE BEHALF THIS FORM IS SIGNED)

(SIGNATURE OF PERSON ACKNOWLEDGING RECEIPT, WITH TITLE IF
ACKNOWLEDGMENT IS MADE ON BEHALF OF ANOTHER PERSON OR ENTITY)

1 HANSON BRIDGETT LLP
2 ALEXANDER J. BERLINE - 158098
3 aberline@hansonbridgett.com
4 CHRISTINE HILER - 245331
5 chiler@hansonbridgett.com
6 425 Market Street, 26th Floor
7 San Francisco, CA 94105
8 Telephone: (415) 777-3200
9 Facsimile: (415) 541-9366

10 Attorneys for Plaintiff BALJIT SINGH,
11 individually and allegedly doing business as
12 GREYLINE CAB/YELLOW CAB

**ENDORSED
FILED
ALAMEDA COUNTY**

JUN 27 2008

CLERK OF THE SUPERIOR COURT

By M. Hayes Deputy

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

BALJIT SINGH, individually and
allegedly doing business as
GREYLINE CAB/YELLOW CAB,

Plaintiff,

v.

GAINSCO INC. and DOES 1 - 10,
Defendant.

No. 0808395501

COMPLAINT FOR DAMAGES

INTRODUCTION

Taxi driver Kuljeet Singh was injured on April 23, 1998 while driving a taxi cab (Yellow Cab #112, CA #5S18784), filed a complaint making certain allegations against BALJIT SINGH ("BALJIT"), and obtained a substantial judgment. This is an action by BALJIT against the Auto & General Liability insurer, defendant GAINSCO, INC. (hereinafter, "GAINSCO"), and DOES 1 through 10 (collectively referred to as "Defendants"), to recover sums paid to satisfy that Kuljeet Singh judgment (a true and correct copy which is attached hereto as Exhibit A).

PARTIES

1
2 1. At all times herein mentioned, Bay Area Taxi Management, Inc. ("BATM")
3 was a California corporation with its principal place of business in Oakland, California.
4 BATM managed the operations of the Yellow Cab fleet, and BALJIT was an officer of
5 BATM.

6 2. At all times herein mentioned, BALJIT was an individual and a resident of
7 Alameda, California.

8 3. At all times herein mentioned, GAINSCO was a Texas insurer authorized
9 to do business in the State of California.

10 4. The true names and capacities, whether individual, corporate or otherwise,
11 of the Defendants named herein as DOES 1 through 10, are unknown to Plaintiff, who,
12 therefore, sues said Defendants under such fictitious names. Plaintiff is informed and
13 believes, and thereon allege, that each of the Defendants designated herein as a "DOE"
14 are responsible in some manner for the events and happenings herein referred to and
15 caused some injuries and damages to Plaintiff as herein alleged.

THE INSURANCE POLICY

16
17 5. On information and belief, in 1997, Plaintiff submitted an application for
18 Auto & General Liability Insurance to GAINSCO. On information and belief, thereafter, in
19 consideration of premium payments, GAINSCO by its duly authorized agents executed
20 and delivered in Oakland, California, an Auto & General Liability policy of insurance
21 bearing policy number GPP143242, which was effective October 26, 1997, to October
22 26, 1998 (hereinafter, the "GAINSCO POLICY").

THE UNDERLYING KULJEET ACTION

23
24 6. On information and belief, on or about early 1998 Kuljeet Singh entered
25 into an independent contractor agreement to perform taxi cab driver duties for
26 GREYLINE CAB/YELLOW CAB.

27 7. On information and belief, on or about April 23, 1998, Kuljeet Singh
28 responded to a call at 935 Triangle Court, Richmond, California. Kuljeet Singh alleged

1 that the safety shield, between the passenger and driver compartments, was defective.
2 Kuljeet Singh further alleged that GREYLINE/YELLOW cab violated its own safety
3 guidelines in dispatching the call. Due to this alleged negligence, Kuljeet Singh alleged
4 that he was severely injured in a gun shooting incident (hereinafter, the "INCIDENT").

5 8. Kuljeet Singh and his wife filed a suit for negligence, assault, and loss of
6 consortium against Plaintiff (hereinafter, the "KULJEET ACTION").

7 9. Plaintiff was not served with the KULJEET ACTION complaint, and the
8 matter went into default.

9 10. On information and belief, Plaintiff timely tendered the KULJEET ACTION
10 complaint to GAINSCO, and/or its agents.

11 11. Prior counsel for Plaintiff tried to set aside that default, but the request was
12 denied and a substantial default judgment was entered (1) in favor of Kuljeet Singh in
13 the sum of one million dollars (\$1,000,000), together with costs and disbursements, and
14 interest on said judgment; and (2) in favor of Kuljeet Singh's wife in the sum of fifty
15 thousand (\$50,000), together with costs and disbursements, and interest on said
16 judgment.

17 12. The matter was dormant for several years, until counsel for Kuljeet Singh
18 and his wife started enforcement proceedings on the judgment, which the parties
19 eventually settled for \$925,000 (which has now been paid).

20 13. On May 1, 2008, counsel for Plaintiff sent a letter to GAINSCO seeking
21 reimbursement of these sums and of all defense expenses fees and costs. GAINSCO
22 disputes responsibility and refuses to reimburse Plaintiff.

23 JURISDICTION AND VENUE

24 14. Jurisdiction is proper in this Superior Court in and for the City and County
25 of Alameda pursuant to California Code of Civil Procedure section 410.10 because this
26 Court has general subject matter jurisdiction and no statutory exceptions to jurisdiction
27 exist.

28 15. Venue is proper in the City and County of Alameda pursuant to California

1 Code of Civil Procedure section 395.5, *inter alia*, because the contracts of insurance
2 were delivered and performed in Alameda.

3 **FIRST CAUSE OF ACTION**

4 **(Breach of Insurance Contract, By Plaintiff Against GAINSCO, and DOES 1-10.)**

5 16. Plaintiff incorporates by reference, as though fully set forth herein, the
6 above paragraphs 1 through 15.

7 17. On information and belief, Plaintiff fully and timely complied with all
8 provisions of the GAINSCO POLICY including, but not limited to, timely payment of the
9 premium and timely tender of the underlying claim and the KULJEET ACTION to
10 GAINSCO. In the alternative, Plaintiff alleges that he was excused from full compliance
11 because the insurance at issue was mandatory and required by State and/or Local law.

12 18. GAINSCO was and is contractually obligated to defend and indemnify
13 Plaintiff from suits for bodily injury.

14 19. Plaintiff was sued in the KULJEET ACTION for bodily injury stemming from
15 the INCIDENT. Plaintiff demanded that he be defended and indemnified under the
16 GAINSCO POLICY. GAINSCO has refused and continues to refuse to defend or
17 indemnify Plaintiff, and therefore is in breach of contractual obligations GAINSCO
18 undertook in the GAINSCO POLICY.

19 20. Plaintiff performed all other duties as required under the GAINSCO
20 POLICY, except those duties which have been excused by GAINSCO'S breach or non-
21 performance.

22 21. The acts of GAINSCO alleged above were done unreasonably and in
23 breach of the GAINSCO POLICY and the contractual covenant of good faith and fair
24 dealing.

25 22. As a proximate result of GAINSCO'S contractual breaches, Plaintiff has
26 been compelled to engage counsel and to incur attorneys' fees and other costs and
27 expenses in the defense of the KULJEET ACTION and in prosecution of this Complaint.
28

1 As a further proximate result of GAINSCO's wrongful denial, Plaintiff has been
2 compelled to incur related expenses all according to proof, including but not limited to
3 paying the \$925,000 settlement.

4 **SECOND CAUSE OF ACTION**

5 **(Declaratory Relief, That GAINSCO is Obligated to Defend Plaintiff from the**
6 **KULJEET ACTION, By Plaintiff Against GAINSCO, and DOES 1-10.)**

7 23. Plaintiff incorporates by reference, as though fully set forth herein, the
8 above paragraphs 1 through 22.

9 24. An actual controversy has arisen and now exists between Plaintiff and
10 GAINSCO concerning their respective rights and duties in that GAINSCO contends that
11 it has no obligation to defend Plaintiff from the KULJEET ACTION despite, on
12 information and belief, Plaintiff's proper tender. Plaintiff contends that GAINSCO is
13 obligated to defend Plaintiff.

14 25. A judicial declaration is necessary and appropriate at this time under the
15 circumstances in order that Plaintiff may ascertain their rights and duties under the
16 GAINSCO POLICY. Wherefore Plaintiff prays for a declaratory judgment that GAINSCO
17 must defend Plaintiff from the KULJEET ACTION.

18 **THIRD CAUSE OF ACTION**

19 **(Declaratory Relief, That GAINSCO is Obligated to Indemnify Plaintiff from the**
20 **SINGH LAWSUIT, By Plaintiff Against GAINSCO, and DOES 1-10.)**

21 26. Plaintiff incorporates by reference, as though fully set forth herein, the
22 above paragraphs 1 through 25.

23 27. An actual controversy has arisen and now exists between Plaintiff and
24 GAINSCO concerning their respective rights and duties in that GAINSCO contends that
25 it has no obligation to indemnify Plaintiff from the KULJEET ACTION. Plaintiff contends
26 that GAINSCO is obligated to indemnify Plaintiff.

27 28. A judicial declaration is necessary and appropriate at this time under the
28 circumstances in order that Plaintiff may ascertain his rights and duties under the

1 GAINSCO POLICY. Wherefore Plaintiff prays for a declaratory judgment that GAINSCO
2 must indemnify Plaintiff from the KULJEET ACTION.

3 **FOURTH CAUSE OF ACTION**

4 **(Tortious Bad Faith Denial of Duty to Defend and/or Indemnify, By Plaintiff Against**
5 **GAINSCO, and DOES 1-10.)**

6 29. Plaintiff incorporates by reference, as though fully set forth herein, the
7 above paragraphs 1 through 28.

8 30. GAINSCO'S acts alleged above were done unreasonably and in tortuous
9 breach of the covenant of good faith and fair dealing.

10 31. As a proximate result of GAINSCO'S refusal to cover the INCIDENT,
11 Plaintiff was compelled to incur attorneys' fees and other costs and expenses in the
12 defense of the KULJEET ACTION and the litigation of this Complaint. As a further
13 proximate result of GAINSCO'S wrongful denial Plaintiff has been forced to incur related
14 expenses all according to proof, including but not limited to paying the \$925,000
15 settlement.

16 32. The acts of GAINSCO alleged above were done intentionally, maliciously,
17 oppressively, and with the intent of defrauding Plaintiff, who may therefore recover
18 exemplary or punitive damages.

19 **PRAYER**

20 WHEREFORE, Plaintiff prays as follows:

- 21 1. For damages according to proof for breach of contract;
22 2. For general and compensatory damages from GAINSCO according to
23 proof;
24 3. For defense attorneys' fees and costs;
25 4. For prejudgment interest in an amount to be proven at the time of trial;
26 5. For a declaration that GAINSCO must defend Plaintiff from the KULJEET
27 ACTION;
28 6. For a declaration that GAINSCO must indemnify Plaintiff from the

1 KULJEET ACTION;

2 7. For attorneys' fees and costs incurred in obtaining GAINSCO POLICY
3 benefits, as provided by law (i.e., *Brandt v. Sup. Ct. (Standard Ins. Co.)* (1985) 37 Cal.3d
4 813);

5 8. For exemplary and punitive damages as against GAINSCO;

6 9. For costs of suit herein incurred; and,

7 10. For such other and further relief as this Court may deem proper.

8
9 DATED: June 27, 2008

HANSON BRIDGETT LLP

10
11 By: Christine Hiler

CHRISTINE HILER
Attorneys for Plaintiff BALJIT SINGH,
individually and allegedly doing
business as GREYLINE CAB/YELLOW
CAB

EXHIBIT A

1 ELIZABETH F. MCDONALD, State Bar No. 177363
2 LAW OFFICES OF ELIZABETH F. MCDONALD
3 55 New Montgomery Street, Suite 724
4 San Francisco, California 94105
5 Telephone: (415) 512-7788
6 Facsimile: (415) 512-7440

7 Attorneys for Plaintiffs,
8 KULJEET SINGH and KAMALDEEP SINGH

FILED

NOV 28 P 3 1

KING COUNTY DISTRICT COURT
COUNTY OF KING

SALE - 11/28/08

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF CONTRA COSTA

11 KULJEET SINGH and KAMALDEEP No. C99-01230
12 SINGH,

13 Plaintiffs, JUDGMENT BY COURT AFTER DEFAULT

14 vs.

15 BALJIT SINGH, individually and
16 doing business as GREYLINE
CAB/YELLOW CAB, et al.

17 Defendants.
18 _____/

19 This cause came on to be heard before the Honorable James R.
20 Trembath presiding in Department 17, on November 30, 1999 at 9:00
21 a.m., Elizabeth F. McDonald of the Law Offices of Elizabeth F.
22 McDonald appearing as attorney for plaintiffs, and it appearing
23 that defendant(s) having been regularly served with process, having
24 failed to appear and answer the plaintiff's complaint filed herein,
25 and the default of said defendant(s) having been duly entered and
26 evidence having been introduced in open session of this Court:

27
28 / / /

JUDGMENT BY COURT AFTER DEFAULT

1 The court having heard the testimony of plaintiffs and having
2 reviewed the documentary evidence presented by plaintiffs hereby
3 finds that: Defendant BALJIT SINGH, individually and doing business
4 as GREYLINE CAB\YELLOW CAB was negligent; that as a result of
5 defendant's negligence, plaintiff KULJEET SINGH suffered severe
6 life threatening injuries; that as a further result of defendant's
7 negligence plaintiff KULJEET SINGH has incurred economic damages
8 for medical treatment and services in the sum of \$380,000, and
9 further, plaintiff KULJEET SINGH suffered wage loss in the sum of
10 \$30,000.

11 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff
12 KULJEET SINGH recover from defendant BALJIT SINGH, individually and
13 doing business as GREYLINE CAB\YELLOW CAB damages in the sum of One
14 Million Dollars [\$1,000,000.00], together with plaintiff's costs
15 and disbursements, and interest on said judgment as provided by
16 law.

17 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff
18 KAMALDEEP SINGH recover from defendant BALJIT SINGH, individually
19 and doing business as GREYLINE CAB\YELLOW CAB damages in the sum of
20 Fifty Thousand [\$50,000], together with plaintiff's costs and
21 disbursements, and interest on said judgment as provided by law.

22 The Clerk is ordered to enter the judgment.

23
24 Dated: 2-24-00

JAMES R. TREMBATH
Hon. James R. Trembath
Judge of the Superior Court

ALTERNATIVE DISPUTE RESOLUTION
INFORMATION PACKAGE
Effective April 15, 2005

Instructions to Plaintiff / Cross-Complainant

In all general civil cases filed in the trial courts after June 30, 2001, the plaintiff is required to serve a copy of this ADR information package on each defendant.

California Rules of Court, Rule 3.221 (excerpt)

(a) Court to provide information packet

Each court must make available to the plaintiff, at the time the complaint is filed in all general civil cases, an alternative dispute resolution (ADR) information package that includes, at a minimum, all of the following:

- (1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes....
- (2) Information about the ADR programs available in that court....
- (3) In counties that are participating in the Dispute Resolution Programs Act (DRPA), information about the availability of local dispute resolution programs funded under the DRPA....
- (4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) Court may make package available on Web site....

(c) Plaintiff to serve information package

In all general civil cases, the plaintiff must serve a copy of the ADR information package on each defendant together with the complaint. Cross-complainants must serve a copy of the ADR information package on any new parties to the action together with the cross-complaint.

GENERAL INFORMATION ABOUT ADR

Introduction to Alternative Dispute Resolution

Did you know that most civil lawsuits settle without a trial? And did you know that there are a number of ways to resolve civil disputes without having to sue somebody? These alternatives to a lawsuit are known as alternative dispute resolution (also called ADR). The most common forms of ADR are mediation, arbitration, and neutral evaluation. There are a number of other kinds of ADR as well.

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. In mediation, for example, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court.

ADR is not new. ADR is available in many communities through court-connected and community dispute resolution programs and private neutrals.

Advantages of Alternative Dispute Resolution

ADR can have a number of advantages over a lawsuit:

- **ADR can be speedier.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money.** Court costs, attorney fees, and expert witness fees can be saved.
- **ADR can permit more participation.** With ADR, the parties may have more chances to tell their side of the story than in court and may have more control over the outcome.
- **ADR can be flexible.** The parties can choose the ADR process that is best for them.
- **ADR can be cooperative.** In mediation, for example, the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other.
- **ADR can reduce stress.** There are fewer, if any, court appearances. And because ADR can be speedier, cheaper, and can create an atmosphere in which the parties are normally cooperative, ADR is easier on the nerves. The parties do not have a lawsuit hanging over their heads. For all the above reasons, many people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve a dispute instead of filing a lawsuit. Even when a lawsuit has been filed, ADR can be used before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

Disadvantages of Alternative Dispute Resolution

ADR may not be suitable for every dispute.

If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure and review for legal error by an appellate court.

There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

The neutral may charge a fee for his or her services.

If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Lawsuits must be brought within specified periods of time, known as statutes of limitations. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

Three Common Types of Alternative Dispute Resolution

This section describes the forms of ADR most often found in the California state courts and discusses when each may be right for a dispute.

Mediation

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute is to be resolved; the parties do.

Mediation is a cooperative process in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other where at least one party loses. Mediation normally leads to better relations between the parties and to resolutions that hold up. For example, mediation has been very successful in family disputes, particularly with child custody and visitation.

Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation also is very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to let out their feelings and find out how they each see things.

Mediation may not be a good idea when one party is unwilling to discuss a resolution or when one party has been a victim of the other or has unequal bargaining power in the mediation. However, mediation can be successful for victims seeking restitution from offenders. A mediator can meet with the parties separately when there has been violence between them.

Arbitration

In arbitration, a neutral (the arbitrator) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. Arbitration normally is more informal, much quicker, and less expensive than a lawsuit. Often a case that may take a week to try in court can be heard by an arbitrator in a matter of hours, because evidence can be submitted by documents (like medical reports and bills and business records) rather than by testimony.

There are two kinds of arbitration in California:

(1) Private arbitration, by agreement of the parties involved in the dispute, takes place outside of the courts and is normally binding. In most cases, "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an appeal of that decision.

(2) "Judicial arbitration" takes place within the court process and is not binding unless the parties agree at the outset to be bound. A party to this kind of arbitration who does not like a judicial arbitration award may file a request for trial with the court within a specified time. However, if that party does not do better in the trial than in arbitration, he or she may have to pay a penalty.

Arbitration is best for cases where the parties want a decision without the expense of a trial. Arbitration may be better than mediation when the parties have no relationship except for the dispute.

Arbitration may not be a good idea when the parties want to decide on the outcome of their dispute themselves.

Neutral Evaluation

In evaluation, a neutral (the evaluator) gives an opinion on the strengths and weaknesses of each party's evidence and arguments and makes an evaluation of the case. Each party gets a chance to present his or her side and hear the other side. This may lead to a settlement or at least help the parties prepare to resolve the dispute later on. If the neutral evaluation does not resolve the dispute, the parties may go to court or try another form of ADR.

Neutral evaluation, like mediation, can come early in the dispute and save time and money.

Neutral evaluation is most effective when a party has an unrealistic view of the dispute, when the only real issue is what the case is worth, or when there are technical or scientific questions to be worked out.

Neutral evaluation may not be a good idea when it is too soon to tell what the case is worth or if the dispute is about something besides money, like a neighbor playing loud music late at night.

Other Types of Alternative Dispute Resolution

There are several other types of ADR besides mediation, arbitration, and neutral evaluation. Some of these are conciliation, settlement conferences, fact-finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR methods. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

The selection of a neutral is an important decision. There is no legal requirement that the neutral be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals. You may wish to inquire about the qualifications of any neutral you are considering.

Agreements reached through ADR normally are put in writing by the neutral and, if the parties wish, may become binding contracts that can be enforced by a judge.

You may wish to seek the advice of an attorney about your legal rights and other matters relating to the dispute.

Help Finding an Alternative Dispute Resolution Provider in Your Community

To locate a dispute resolution program or private neutral in your community:

- **Visit the Court's Web site.** The Alameda County Superior Court maintains a list of court-connected mediators, neutral evaluators, and private arbitrators at <http://www.alameda.courts.ca.gov/adr/index.html>
- **Contact the Small Claims Court Legal Advisor.** The small claims legal advisor for Alameda County is located at the Wiley W. Manuel Courthouse, Self-Help Center. The phone number is 510-268-7665.
- **Visit the California Department of Consumer Affairs' Web site.** The Department of Consumer Affairs (also called the DCA) has posted a list of conflict resolution programs throughout the state. The list can be found at http://www.dca.ca.gov/consumer/mediation_programs.shtml

You can also call the Department of Consumer Affairs, Consumer Information Center, at 1-800-952-5210.

- **Contact your local bar association.** You can find a list of local bar associations in California on the State Bar Web site at http://members.calbar.ca.gov/search/ba_results.aspx?txtan=&txtln=&County=&District=&ClassTypes=C

If you cannot find a bar association for your area on the State Bar Web site, check the yellow pages of your telephone book under "Associations."

- **Look in the yellow pages of your telephone book under "Arbitrators" or "Mediators".**
- **Automotive Repair, Smog Check:** The California Bureau of Automotive Repair (also known as BAR) offers a free mediation service for consumers who are dissatisfied with an auto repair or a smog check, or who dispute an invoice for such services. BAR registers and regulates California automotive repair facilities and licenses smog, lamp, and brake inspection stations. Learn more at <http://www.smogcheck.ca.gov/StdPage.asp?Body=/Geninfo/Otherinfo/Mediation.htm#What%20is%20a%20Media%20tor> or call 800-952-5210.
- **Attorney Fees:** The State Bar of California administers a mandatory fee arbitration program to resolve attorney fee disputes between lawyers and their clients. The program is an informal, low-cost forum and is mandatory for a lawyer if a client requests it. Mediation of attorney fees disputes may also be available in some areas of California. Learn more at <http://www.calbar.org/2bar/3arb/3arbnx.htm> or call 415-538-2020.

DISPUTE RESOLUTION PROGRAMS IN ALAMEDA COUNTY

East Bay Community Mediation
1968 San Pablo Avenue, Berkeley, CA 94702-1612

Phone: (510) 548-2377; Fax: (510) 548-4051

<http://www.ebcm.org/>

EBCM is a community-based mediation program created by the union of Berkeley Dispute Resolution Service and Conciliation Forums of Oakland. EBCM offers counseling on options and approaches to resolving a dispute, mediation, large-group conflict facilitation, and conflict resolution skills workshops.

Catholic Charities of the East Bay: Oakland – Main Office
433 Jefferson Street, Oakland, CA 94607

Phone: (510) 768-3100; Fax: (510) 451-6998

<http://www.cceb.org/>

Mediators are responsible for mediation sessions involving the youth, victim and family members to work towards a mutually agreeable restitution agreement. Also, provide free workshops in anger management and mediation.

Center for Community Dispute Settlement
291 McLeod Street, Livermore, CA 94550

Phone: (925) 373-1035; Fax: (925) 449-0945

<http://www.trivalleymediation.com/>

Provides services in Tri-Valley for all of Alameda County. Program goals are to increase the number of court cases resolved, mediating small claims cases four days per week, and training youth in listening and conflict resolution skills.

**ALAMEDA COUNTY SUPERIOR COURT
ADR PROGRAM**

ADR Program Administrator

Pursuant to California Rules of Court, rule 10.783, the presiding judge of the Superior Court of California, County of Alameda designated the Court Executive Officer to serve as ADR program administrator.

A Plaintiff may elect, the parties may stipulate, or a judge may refer a case to Judicial Arbitration. The Judicial Arbitration Program Coordinator may be contacted during regular court business hours at (510) 690-2705.

The Judicial Arbitration Process

Appointment of Arbitrator (must be appointed within 30 days after referral per CRC 3.815(c)(2))

- ⇒ Parties mailed list of five names from which to select (list mailed within 5-10 business days after receipt of referral).
- ⇒ Each party may reject one of the names listed (10 calendar days per CRC 3.815(b)(3)).
- ⇒ The administrator randomly appoints the arbitrators from the names remaining on the list or if one name remains then that name is deemed appointed (CRC 3.815(4)).

Assignment of Case (CRC 3.817)

- ⇒ Within 15 days of notice of the appointment, the arbitrator shall contact parties in writing about time, date, and place of the hearing. The parties shall receive at least 30 days notice prior to the hearing.

Hearings (CRC 3.817)

- ⇒ Must be scheduled to be completed not more than 90 days from the date the arbitrator was assigned. For good cause shown, a Judge may continue the case beyond this 90-day period.

Award of Arbitrator

- ⇒ The arbitrator must file an award within 10 days of the conclusion of the arbitration hearing. The arbitrator may apply to the court for an additional 20 days in cases of unusual length or complexity (CRC 3.825(b)).
- ⇒ Within 30 days of the filing of the award, a party may file a request for trial (CRC 3.826(a)).
- ⇒ The clerk must immediately enter the arbitration award as a judgment if no party has served and filed a request for trial during the 30-day period after the award is filed (CRC 3.827).

Return of Case to Court

- ⇒ Upon the filing of a request for trial, the action must proceed as provided under an applicable case management order or, if there is no pending order, promptly set for a case management conference. (CRC 3.826(b)).
- ⇒ When a judgment is entered, the clerk will notify all parties who have appeared in the case including the judge to whom the case is assigned if there is one (CRC 3.827(b)).
- ⇒ If a case is settled then each plaintiff or other party must notify the arbitrator and the court as required under California Rules of Court, rule 3.1385 (CRC 3.829).

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

<input type="checkbox"/> Berkeley Courthouse 2000 Center Street, 2 nd Fl., Berkeley, CA 94704	<input type="checkbox"/> Fremont Hall of Justice 39439 Paseo Padre Parkway, Fremont, CA 94538	<input type="checkbox"/> Gale/Schenone Hall of Justice 5672 Stoneridge Drive, Pleasanton, CA 94588
<input type="checkbox"/> George E. McDonald Hall of Justice 2233 Shoreline Drive, Alameda, CA 94501	<input type="checkbox"/> Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	<input type="checkbox"/> René C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612
	<input type="checkbox"/> Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607	

Case No.:

Plaintiff

vs.

**STIPULATION FOR ALTERNATIVE
DISPUTE RESOLUTION (ADR)**

Defendant

The parties by and through their attorneys of record hereby stipulate to submit the within
controversy to the following Alternative Dispute Resolution process:

ORDER

The foregoing stipulation having been read and considered and good cause appearing, now therefore, IT

IS SO ORDERED.

IT IS FURTHER ORDERED that the matter be set for Order to Show Cause Hearing RE:

Dismissal on _____ at _____ a.m./p.m. in Department _____

Dated:

JUDGE OF THE SUPERIOR COURT

(SEAL)

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 11900 West Olympic Blvd., Ste. 600, Los Angeles, California 90064.

On August 12, 2008, I served the foregoing document described as "**NOTICE OF REMOVAL OF ACTION; DEMAND FOR JURY TRIAL**" on the interested parties in this action by placing a [X] true copy thereof [] the original document enclosed in a sealed envelope addressed as follows:

[SEE ATTACHED SERVICE LIST]

X (BY MAIL) In accordance with the regular mail collection and processing practices of this business office, with which I am familiar, by means of which mail is deposited with the United States Postal Service at Los Angeles, California that same day in the ordinary course of business, I deposited such sealed envelope for collection and mailing on this same date following ordinary business practices.

____ (BY PERSONAL SERVICE)

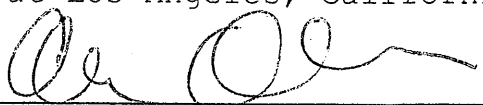
- ____ By personally delivering copies to the person served.
- ____ I delivered such envelope by hand to the office of the addressee pursuant to C.C.P. Section 1011.
- ____ I caused such envelope to be delivered by hand to the office of the addressee, either by overnight delivery via Overnight Express.
- ____ I caused such envelope to be delivered to the office of the addressee, by telecopier or facsimile machine. Proof of such delivery is attached hereto.

STATE

X I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 12, 2008, at Los Angeles, California.

ANI MAKHANIAN
Name


Signature

Service List

SINGH v. GAINSCO, INC.

Alameda County Superior Court Case No. RG08395501

United States District Court Case No. TBA

Alexander J. Berline, Esq.

Christine Hiler, Esq.

HANSON BRIDGETT, LLP

425 Market Street, 26th Floor

San Francisco, CA 94105

Telephone (415) 777-3200

Facsimile (415) 541-9366

Attorneys for Plaintiff

BALJIT SINGH, individually and

allegedly doing business as GREYLINE CAB/YELLOW CAB

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 11900 West Olympic Blvd., Ste. 600, Los Angeles, California 90064.

On August 12, 2008, I served the foregoing document described as "**NOTICE TO ADVERSE PARTY OF REMOVAL OF ACTION TO FEDERAL COURT**" on the interested parties in this action by placing a [X] true copy thereof [] the original document enclosed in a sealed envelope addressed as follows:

[SEE ATTACHED SERVICE LIST]

X (BY MAIL) In accordance with the regular mail collection and processing practices of this business office, with which I am familiar, by means of which mail is deposited with the United States Postal Service at Los Angeles, California that same day in the ordinary course of business, I deposited such sealed envelope for collection and mailing on this same date following ordinary business practices.

____ (BY PERSONAL SERVICE)

____ By personally delivering copies to the person served.

____ I delivered such envelope by hand to the office of the addressee pursuant to C.C.P. Section 1011.

____ I caused such envelope to be delivered by hand to the office of the addressee, either by overnight delivery via Overnight Express.

____ I caused such envelope to be delivered to the office of the addressee, by telecopier or facsimile machine. Proof of such delivery is attached hereto.

STATE

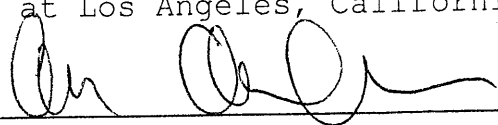
X

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 12, 2008, at Los Angeles, California.

ANI MAKHANIAN

Name


 Signature

Service List

SINGH v. GAINSCO, INC.

Alameda County Superior Court Case No. RG08395501

United States District Court Case No. TBA

Alexander J. Berline, Esq.

Christine Hiler, Esq.

HANSON BRIDGETT, LLP

425 Market Street, 26th Floor

San Francisco, CA 94105

Telephone (415) 777-3200

Facsimile (415) 541-9366

Attorneys for Plaintiff

BALJIT SINGH, individually and

allegedly doing business as GREYLINE CAB/YELLOW CAB

EXHIBIT "B"

FILED
ALAMEDA COUNTY

AUG 13 2008

CLERK OF THE SUPERIOR COURT
By CHERYL CLARK
Deputy

COPY

1 Spencer A. Schneider (SBN 175071)
 2 Karen E. Adelman (SBN 216927)
 3 John J. Moura (SBN 082457)
 4 BERMAN, BERMAN & BERMAN, LLP
 5 11900 W. Olympic Blvd., Suite 600
 6 Los Angeles, California 90064
 7 Telephone (310) 447-9000
 8 Facsimile (310) 447-9011

9 Attorneys for Defendant
 10 GENERAL AGENTS INSURANCE COMPANY OF AMERICA, INC.
 11 (Erroneously sued and served as GAINSCO, INC.)

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

12 BLAJIT SINGH, individually and) CASE NO. RG08395501
 13 allegedly doing business as)
 14 GREYLINE CAB/YELLOW CAB,) [28 U.S.C. §1446(d)]

Plaintiff,

**NOTICE OF FILING REMOVAL OF
ACTION WITH FEDERAL COURT**

v.

GAINSCO, INC. and DOES 1 -10,

Defendant.

18 TO THE CLERK OF THE SUPERIOR COURT OF THE STATE OF
 19 CALIFORNIA FOR THE COUNTY OF ALAMEDA:

20 PLEASE TAKE NOTICE that on August 13, 2008, defendant
 21 General Agents Insurance Company of America, Inc., erroneously
 22 sued and served as GAINSCO, INC. (hereinafter "Gainsco"), filed
 23 in the United States District Court for the Northern District of
 24 California its Notice of Removal of Action to said United States
 25 District Court. A true and correct copy of this notice is
 26 attached hereto as Exhibit "A."

///

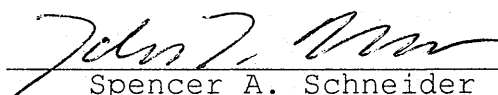
///

1 PLEASE TAKE FURTHER NOTICE that, pursuant to 28 U.S.C.
2 §1446(d), the filing of the Notice of Removal of Action with the
3 United States District Court, together with the filing of a copy
4 of said notice with this Court, effects the removal of this
5 action, and the above-captioned Court may proceed no further
6 unless and until the case is remanded.

7
8 Dated: August 12, 2008

BERMAN, BERMAN & BERMAN, LLP

9
10 By:



Spencer A. Schneider

Karen E. Adelman

John J. Moura

Attorneys for Defendant
GENERAL AGENTS INSURANCE COMPANY
OF AMERICA, INC.

(Erroneously sued and served as
GAINSCO, INC.)

EXHIBIT "A"

Spencer A. Schneider (SBN 175071)
 Karen E. Adelman (SBN 216927)
 John J. Moura (SBN 082457)
 BERMAN, BERMAN & BERMAN, LLP
 11900 W. Olympic Blvd., Suite 600
 Los Angeles, California 90064
 Telephone (310) 447-9000
 Facsimile (310) 447-9011

Attorneys for Defendant
 GENERAL AGENTS INSURANCE COMPANY OF AMERICA, INC.
 (Erroneously sued and served as GAINSCO, INC.)

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

BLAJIT SINGH, individually and)	CASE NO.
allegedly doing business as)	
GREYLINE CAB/YELLOW CAB,)	[28 U.S.C. §1441(a)]
)	
Plaintiff,)	NOTICE OF REMOVAL OF ACTION;
)	DEMAND FOR JURY TRIAL
v.)	
)	
GAINSCO, INC. and DOES 1 -10,)	
)	
Defendant.)	
)	

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that defendant General Agents Insurance Company of America, Inc., erroneously sued and served as GAINSCO, INC. (hereinafter "Gainsco"), hereby removes to this Court, based upon diversity jurisdiction, the state court action described below.

1. On June 27, 2008, plaintiff Baljit Singh, individually and allegedly doing business as Greyline Cab/Yellow Cab (hereinafter "Singh"), commenced an action in the Superior Court of the State of California for the County of Alameda, entitled

///

1 Singh, et al. v. GAINSCO, Inc., Case No. RG08395501. A true and
2 correct copy of said complaint is attached hereto as Exhibit "A."

3 2. The first date upon which Gainsco received a copy of
4 the above-mentioned complaint was July 14, 2008, when plaintiff
5 served the summons and complaint upon Gainsco. A true and
6 correct copy of the summons is attached hereto as Exhibit "B."
7 No other pleadings were served upon or received by Gainsco prior
8 to August 12, 2008.

9 3. No further proceedings have been conducted in this
10 matter in the Superior Court of the State of California for the
11 County of Alameda.

12 4. This action is a civil action over which this Court has
13 original jurisdiction pursuant to 28 U.S.C. §1332 in that it is a
14 civil action between citizens of different states and the matter
15 in controversy exceeds the sum or value of \$75,000.00, exclusive
16 of interests and costs. Therefore, pursuant to the provisions of
17 28 U.S.C. §1441(a), Gainsco may remove this action to this Court.

18 5. Gainsco is informed and believes that plaintiff was, at
19 the time of the filing of this action, and still is a citizen of
20 the State of California. Gainsco was, at the time of the filing
21 of this action, and still is a corporation incorporated under the
22 laws of the State of Oklahoma and has its principal place of
23 business in the State of Texas.

24 6. The only defendants other than Gainsco are DOE
25 defendants. These defendants are wholly fictitious and sham
26 parties against whom no relief is, or could be, sought in this
27 action. Pursuant to 28 U.S.C. §1441(a), this Court should
28 disregard the citizenship of any defendant sued under this

1 fictitious name. Accordingly, it is not necessary that any other
2 parties join in this notice of removal of action.

3 7. This is an insurance bad faith action in which
4 plaintiff's complaint prays for special and general damages in an
5 amount no less than \$925,000, representing the sum plaintiff
6 allegedly paid in settlement to satisfy a default judgment
7 entered in an underlying action entitled *Kuljeet Singh, et al. v.*
8 *Baljit Singh, etc.*, Contra Costa County Superior Case No. C99-
9 01230. In addition, plaintiff prays for punitive damages and
10 attorneys' fees pursuant to *Brandt v. Superior Court* (1985) 37
11 Cal.3d 813. Thus, the amount in controversy, exclusive of
12 interest and costs, exceeds the sum of \$75,000.00.

13 8. This notice is filed with this Court within 30 days
14 after service upon Gainsco of summons and complaint in the
15 above-entitled action. Therefore, this removal is timely as
16 required by 28 U.S.C. §1446(b).

17 9. Pursuant to 28 U.S.C. §1446(a), true and correct copies
18 of all process, pleadings, and orders served by or upon Gainsco
19 in the state court action are attached collectively hereto as
20 Exhibit "C."

21
22 Dated: August 12, 2008

BERMAN, BERMAN & BERMAN, LLP

23
24 By: 

Spencer A. Schneider

Karen E. Adelman

John J. Moura

Attorneys for Defendant

25
26 GENERAL AGENTS INSURANCE COMPANY
OF AMERICA, INC.

27 (Erroneously sued and served as
28 GAINSCO, INC.)

DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE that defendant General Agents Insurance Company of America, Inc., erroneously sued and served as GAINSCO, INC., hereby demands trial by jury of the above-entitled action.

Dated: August 12, 2008

BERMAN, BERMAN & BERMAN, LLP

By:



Spencer A. Schneider

Karen E. Adelman

John J. Moura

Attorneys for Defendant
GENERAL AGENTS INSURANCE COMPANY
OF AMERICA, INC.

(Erroneously sued and served as
GAINSCO, INC.)

EXHIBIT "A"

1 HANSON BRIDGETT LLP
2 ALEXANDER J. BERLINE - 158098
3 aberline@hansonbridgett.com
4 CHRISTINE HILER - 245331
5 chiler@hansonbridgett.com
6 425 Market Street, 26th Floor
7 San Francisco, CA 94105
8 Telephone: (415) 777-3200
9 Facsimile: (415) 541-9366

**ENDORSED
FILED
ALAMEDA COUNTY**
JUN 27 2008
CLERK OF THE SUPERIOR COURT
By M. Hayes Deputy

6 Attorneys for Plaintiff BALJIT SINGH,
7 individually and allegedly doing business as
8 GREYLINE CAB/YELLOW CAB

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF ALAMEDA**

11 BALJIT SINGH, individually and
12 allegedly doing business as
13 GREYLINE CAB/YELLOW CAB,

14 Plaintiff,

15 v.

16 GAINSCO INC. and DOES 1 - 10,

17 Defendant.

No. RG0 8395501

COMPLAINT FOR DAMAGES

18 **INTRODUCTION**

19
20
21
22 Taxi driver Kuljeet Singh was injured on April 23, 1998 while driving a taxi cab
23 (Yellow Cab #112, CA #5S18784), filed a complaint making certain allegations against
24 BALJIT SINGH ("BALJIT"), and obtained a substantial judgment. This is an action by
25 BALJIT against the Auto & General Liability insurer, defendant GAINSCO, INC.
26 (hereinafter, "GAINSCO"), and DOES 1 through 10 (collectively referred to as
27 "Defendants"), to recover sums paid to satisfy that Kuljeet Singh judgment (a true and
28 correct copy which is attached hereto as Exhibit A).

PARTIES

1
2 1. At all times herein mentioned, Bay Area Taxi Management, Inc. ("BATM")
3 was a California corporation with its principal place of business in Oakland, California.
4 BATM managed the operations of the Yellow Cab fleet, and BALJIT was an officer of
5 BATM.

6 2. At all times herein mentioned, BALJIT was an individual and a resident of
7 Alameda, California.

8 3. At all times herein mentioned, GAINSCO was a Texas insurer authorized
9 to do business in the State of California.

10 4. The true names and capacities, whether individual, corporate or otherwise,
11 of the Defendants named herein as DOES 1 through 10, are unknown to Plaintiff, who,
12 therefore, sues said Defendants under such fictitious names. Plaintiff is informed and
13 believes, and thereon allege, that each of the Defendants designated herein as a "DOE"
14 are responsible in some manner for the events and happenings herein referred to and
15 caused some injuries and damages to Plaintiff as herein alleged.

THE INSURANCE POLICY

16
17 5. On information and belief, in 1997, Plaintiff submitted an application for
18 Auto & General Liability Insurance to GAINSCO. On information and belief, thereafter, in
19 consideration of premium payments, GAINSCO by its duly authorized agents executed
20 and delivered in Oakland, California, an Auto & General Liability policy of insurance
21 bearing policy number GPP143242, which was effective October 26, 1997, to October
22 26, 1998 (hereinafter, the "GAINSCO POLICY").

THE UNDERLYING KULJEET ACTION

23
24 6. On information and belief, on or about early 1998 Kuljeet Singh entered
25 into an independent contractor agreement to perform taxi cab driver duties for
26 GREYLINE CAB/YELLOW CAB.

27 7. On information and belief, on or about April 23, 1998, Kuljeet Singh
28 responded to a call at 935 Triangle Court, Richmond, California. Kuljeet Singh alleged

1 that the safety shield, between the passenger and driver compartments, was defective.
2 Kuljeet Singh further alleged that GREYLINE/YELLOW cab violated its own safety
3 guidelines in dispatching the call. Due to this alleged negligence, Kuljeet Singh alleged
4 that he was severely injured in a gun shooting incident (hereinafter, the "INCIDENT").

5 8. Kuljeet Singh and his wife filed a suit for negligence, assault, and loss of
6 consortium against Plaintiff (hereinafter, the "KULJEET ACTION").

7 9. Plaintiff was not served with the KULJEET ACTION complaint, and the
8 matter went into default.

9 10. On information and belief, Plaintiff timely tendered the KULJEET ACTION
10 complaint to GAINSCO, and/or its agents.

11 11. Prior counsel for Plaintiff tried to set aside that default, but the request was
12 denied and a substantial default judgment was entered (1) in favor of Kuljeet Singh in
13 the sum of one million dollars (\$1,000,000), together with costs and disbursements, and
14 interest on said judgment; and (2) in favor of Kuljeet Singh's wife in the sum of fifty
15 thousand (\$50,000), together with costs and disbursements, and interest on said
16 judgment.

17 12. The matter was dormant for several years, until counsel for Kuljeet Singh
18 and his wife started enforcement proceedings on the judgment, which the parties
19 eventually settled for \$925,000 (which has now been paid).

20 13. On May 1, 2008, counsel for Plaintiff sent a letter to GAINSCO seeking
21 reimbursement of these sums and of all defense expenses fees and costs. GAINSCO
22 disputes responsibility and refuses to reimburse Plaintiff.

23 JURISDICTION AND VENUE

24 14. Jurisdiction is proper in this Superior Court in and for the City and County
25 of Alameda pursuant to California Code of Civil Procedure section 410.10 because this
26 Court has general subject matter jurisdiction and no statutory exceptions to jurisdiction
27 exist.

28 15. Venue is proper in the City and County of Alameda pursuant to California

1 Code of Civil Procedure section 395.5, *inter alia*, because the contracts of insurance
2 were delivered and performed in Alameda.

3 **FIRST CAUSE OF ACTION**

4 **(Breach of Insurance Contract, By Plaintiff Against GAINSCO, and DOES 1-10.)**

5 16. Plaintiff incorporates by reference, as though fully set forth herein, the
6 above paragraphs 1 through 15.

7 17. On information and belief, Plaintiff fully and timely complied with all
8 provisions of the GAINSCO POLICY including, but not limited to, timely payment of the
9 premium and timely tender of the underlying claim and the KULJEET ACTION to
10 GAINSCO. In the alternative, Plaintiff alleges that he was excused from full compliance
11 because the insurance at issue was mandatory and required by State and/or Local law.

12 18. GAINSCO was and is contractually obligated to defend and indemnify
13 Plaintiff from suits for bodily injury.

14 19. Plaintiff was sued in the KULJEET ACTION for bodily injury stemming from
15 the INCIDENT. Plaintiff demanded that he be defended and indemnified under the
16 GAINSCO POLICY. GAINSCO has refused and continues to refuse to defend or
17 indemnify Plaintiff, and therefore is in breach of contractual obligations GAINSCO
18 undertook in the GAINSCO POLICY.

19 20. Plaintiff performed all other duties as required under the GAINSCO
20 POLICY, except those duties which have been excused by GAINSCO'S breach or non-
21 performance.

22 21. The acts of GAINSCO alleged above were done unreasonably and in
23 breach of the GAINSCO POLICY and the contractual covenant of good faith and fair
24 dealing.

25 22. As a proximate result of GAINSCO'S contractual breaches, Plaintiff has
26 been compelled to engage counsel and to incur attorneys' fees and other costs and
27 expenses in the defense of the KULJEET ACTION and in prosecution of this Complaint.
28

1 As a further proximate result of GAINSCO's wrongful denial, Plaintiff has been
2 compelled to incur related expenses all according to proof, including but not limited to
3 paying the \$925,000 settlement.

4 SECOND CAUSE OF ACTION

5 **(Declaratory Relief, That GAINSCO is Obligated to Defend Plaintiff from the**
6 **KULJEET ACTION, By Plaintiff Against GAINSCO, and DOES 1-10.)**

7 23. Plaintiff incorporates by reference, as though fully set forth herein, the
8 above paragraphs 1 through 22.

9 24. An actual controversy has arisen and now exists between Plaintiff and
10 GAINSCO concerning their respective rights and duties in that GAINSCO contends that
11 it has no obligation to defend Plaintiff from the KULJEET ACTION despite, on
12 information and belief, Plaintiff's proper tender. Plaintiff contends that GAINSCO is
13 obligated to defend Plaintiff.

14 25. A judicial declaration is necessary and appropriate at this time under the
15 circumstances in order that Plaintiff may ascertain their rights and duties under the
16 GAINSCO POLICY. Wherefore Plaintiff prays for a declaratory judgment that GAINSCO
17 must defend Plaintiff from the KULJEET ACTION.

18 THIRD CAUSE OF ACTION

19 **(Declaratory Relief, That GAINSCO is Obligated to Indemnify Plaintiff from the**
20 **SINGH LAWSUIT, By Plaintiff Against GAINSCO, and DOES 1-10.)**

21 26. Plaintiff incorporates by reference, as though fully set forth herein, the
22 above paragraphs 1 through 25.

23 27. An actual controversy has arisen and now exists between Plaintiff and
24 GAINSCO concerning their respective rights and duties in that GAINSCO contends that
25 it has no obligation to indemnify Plaintiff from the KULJEET ACTION. Plaintiff contends
26 that GAINSCO is obligated to indemnify Plaintiff.

27 28. A judicial declaration is necessary and appropriate at this time under the
28 circumstances in order that Plaintiff may ascertain his rights and duties under the

1 GAINSCO POLICY. Wherefore Plaintiff prays for a declaratory judgment that GAINSCO
2 must indemnify Plaintiff from the KULJEET ACTION.

3 **FOURTH CAUSE OF ACTION**

4 **(Tortious Bad Faith Denial of Duty to Defend and/or Indemnify, By Plaintiff Against**
5 **GAINSCO, and DOES 1-10.)**

6 29. Plaintiff incorporates by reference, as though fully set forth herein, the
7 above paragraphs 1 through 28.

8 30. GAINSCO'S acts alleged above were done unreasonably and in tortuous
9 breach of the covenant of good faith and fair dealing.

10 31. As a proximate result of GAINSCO'S refusal to cover the INCIDENT,
11 Plaintiff was compelled to incur attorneys' fees and other costs and expenses in the
12 defense of the KULJEET ACTION and the litigation of this Complaint. As a further
13 proximate result of GAINSCO'S wrongful denial Plaintiff has been forced to incur related
14 expenses all according to proof, including but not limited to paying the \$925,000
15 settlement.

16 32. The acts of GAINSCO alleged above were done intentionally, maliciously,
17 oppressively, and with the intent of defrauding Plaintiff, who may therefore recover
18 exemplary or punitive damages.

19 **PRAYER**

20 WHEREFORE, Plaintiff prays as follows:

- 21 1. For damages according to proof for breach of contract;
22 2. For general and compensatory damages from GAINSCO according to
23 proof;
24 3. For defense attorneys' fees and costs;
25 4. For prejudgment interest in an amount to be proven at the time of trial;
26 5. For a declaration that GAINSCO must defend Plaintiff from the KULJEET
27 ACTION;
28 6. For a declaration that GAINSCO must indemnify Plaintiff from the

1 KULJEET ACTION;

2 7. For attorneys' fees and costs incurred in obtaining GAINSCO POLICY
3 benefits, as provided by law (i.e., *Brandt v. Sup. Ct. (Standard Ins. Co.)* (1985) 37 Cal.3d
4 813);

5 8. For exemplary and punitive damages as against GAINSCO;

6 9. For costs of suit herein incurred; and,

7 10. For such other and further relief as this Court may deem proper.

8 DATED: June 27, 2008

HANSON BRIDGETT LLP

9
10 By: Christine Hiler
11 CHRISTINE HILER
12 Attorneys for Plaintiff BALJIT SINGH,
13 individually and allegedly doing
14 business as GREYLINE CAB/YELLOW
15 CAB
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1 ELIZABETH F. MCDONALD, State Bar No. 177363
2 LAW OFFICES OF ELIZABETH F. MCDONALD
3 55 New Montgomery Street, Suite 724
4 San Francisco, California 94105
5 Telephone: (415) 512-7788
6 Facsimile: (415) 512-7440

7 Attorneys for Plaintiffs,
8 KULJEET SINGH and KAMALDEEP SINGH

FILED

NOV 28 P 3 17

K. JONES, CLERK OF SUPERIOR COURT
COUNTY OF CONTRA COSTA

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF CONTRA COSTA

11 KULJEET SINGH and KAMALDEEP
12 SINGH,

No. C99-01230

13 Plaintiffs,

JUDGMENT BY COURT AFTER DEFAULT

14 vs.

15 BALJIT SINGH, individually and
16 doing business as GREYLINE
CAB/YELLOW CAB, et al.

17 Defendants.
18

19 This cause came on to be heard before the Honorable James R.
20 Trembath presiding in Department 17, on November 30, 1999 at 9:00
21 a.m., Elizabeth F. McDonald of the Law Offices of Elizabeth F.
22 McDonald appearing as attorney for plaintiffs, and it appearing
23 that defendant(s) having been regularly served with process, having
24 failed to appear and answer the plaintiff's complaint filed herein,
25 and the default of said defendant(s) having been duly entered and
26 evidence having been introduced in open session of this Court:

27
28 / / /

JUDGMENT BY COURT AFTER DEFAULT

1 The court having heard the testimony of plaintiffs and having
2 reviewed the documentary evidence presented by plaintiffs hereby
3 finds that: Defendant BALJIT SINGH, individually and doing business
4 as GREYLINE CAB\YELLOW CAB was negligent; that as a result of
5 defendant's negligence, plaintiff KULJEET SINGH suffered severe
6 life threatening injuries; that as a further result of defendant's
7 negligence plaintiff KULJEET SINGH has incurred economic damages
8 for medical treatment and services in the sum of \$380,000, and
9 further, plaintiff KULJEET SINGH suffered wage loss in the sum of
10 \$30,000.

11 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff
12 KULJEET SINGH recover from defendant BALJIT SINGH, individually and
13 doing business as GREYLINE CAB\YELLOW CAB damages in the sum of One
14 Million Dollars [\$1,000,000.00], together with plaintiff's costs
15 and disbursements, and interest on said judgment as provided by
16 law.

17 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff
18 KAMALDEEP SINGH recover from defendant BALJIT SINGH, individually
19 and doing business as GREYLINE CAB\YELLOW CAB damages in the sum of
20 Fifty Thousand [\$50,000], together with plaintiff's costs and
21 disbursements, and interest on said judgment as provided by law.

22 The Clerk is ordered to enter the judgment.

23
24 Dated: 2-24-00

JAMES R. TREMBATH
Hon. James R. Trembath
Judge of the Superior Court

25
26
27
28
JUDGMENT BY COURT AFTER DEFAULT

EXHIBIT "B"

SUMMONS

SUM-100

(CITACION JUDICIAL)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

GAINSCO INC. and DOES 1-10

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)ENDORSED
FILED
ALAMEDA COUNTY

JUN 27 2008

CLERK OF THE SUPERIOR COURT

By M. Hayes
Deputy

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

BALJIT SINGH, individually and allegedly doing
business as GREYLINE CAB/YELLOW CAB

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of the State of California
County of Alameda
1225 Fallon Street
Oakland, CA 94612

CASE NUMBER:
(Número del caso):

R01 08395501

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Alexander J. Berline - 158098

(415) 777-3200 (415) 541-9366

Christine Hiler - 245331

Hanson Bridgett LLP

425 Market Street, 26th Floor, San Francisco, CA 94105

DATE: June 27, 2008

Clerk, by

M. Hayes

Deputy:

(Fecha) JUN 27 2008

PAT S. SWEETEN

(Secretario)

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

[SEAL]

EXHIBIT "C"

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alexander J. Berline - 158098/Christine Hiler - 245331 Hanson Bridgett LLP 425 Market Street, 26th Floor San Francisco, CA 94105 aberline@hansonbridgett.com TELEPHONE NO.: (415) 777-3200 FAX NO.: (415) 541-9366		FOR COURT USE ONLY ENDORSED FILED ALAMEDA COUNTY JUN 27 2008 CLERK OF THE SUPERIOR COURT By <u>La M. Hayes</u> Deputy	
ATTORNEY FOR (Name): PLAINTIFF BAJIT SINGH, indiv. & dba GREYLINE/YELLOW CAB SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: Same CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Rene C. Davidson Alameda County Courthouse		CASE NUMBER: 08395501 JUDGE: DEPT:	
CASE NAME: BALJIT SINGH, individually and allegedly doing business as GREYLINE CAB/YELLOW CAB v. GAINSCO INC. and DOES 1-10		CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		Items 1-6 below must be completed (see instructions on page 2).	

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input checked="" type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	---	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Four - breach of contract; dec. relief to defend plaintiff; dec. relief to indemnify plaintiffs; tortious bad faith
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 27, 2008

CHRISTINE HILER

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Short Title: BALJIT SINGH, individually and allegedly doing business as GREYLINE/YELLOW CAB v. GAINSCO, INC. AND DOES 1-10 Case Number:

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

☒ Oakland, Rene C. Davidson Alameda County Courthouse (446) ☐ Hayward Hall of Justice (447)
☐ Pleasanton, Gale-Schenone Hall of Justice (448)

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G) Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no
Other PI / PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	<input type="checkbox"/> 75 Asbestos (D) <input type="checkbox"/> 89 Product liability (not asbestos or toxic tort/environmental) (G) <input type="checkbox"/> 97 Medical malpractice (G) <input type="checkbox"/> 33 Other PI/PD/WD tort (G)
Non - PI / PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	<input checked="" type="checkbox"/> 79 Bus tort / unfair bus. practice (G) <input type="checkbox"/> 80 Civil rights (G) <input type="checkbox"/> 84 Defamation (G) <input type="checkbox"/> 24 Fraud (G) <input type="checkbox"/> 87 Intellectual property (G) <input type="checkbox"/> 59 Professional negligence - non-medical (G) <input type="checkbox"/> 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	<input type="checkbox"/> 38 Wrongful termination (G) <input type="checkbox"/> 85 Other employment (G) <input type="checkbox"/> 53 Labor comm award confirmation <input type="checkbox"/> 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	<input type="checkbox"/> 04 Breach contract / Wrnty (G) <input type="checkbox"/> 81 Collections (G) <input checked="" type="checkbox"/> 86 Ins. coverage - non-complex (G) <input type="checkbox"/> 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G) <input type="checkbox"/> 17 Wrongful eviction (G) <input type="checkbox"/> 36 Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	<input type="checkbox"/> 94 Unlawful Detainer - commercial <input type="checkbox"/> 47 Unlawful Detainer - residential <input type="checkbox"/> 21 Unlawful detainer - drugs Is the deft. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	<input type="checkbox"/> 41 Asset forfeiture <input type="checkbox"/> 62 Pet. re: arbitration award <input type="checkbox"/> 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 64 Other judicial review
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	<input type="checkbox"/> 77 Antitrust / Trade regulation <input type="checkbox"/> 82 Construction defect <input type="checkbox"/> 78 Claims involving mass tort <input type="checkbox"/> 91 Securities litigation <input type="checkbox"/> 93 Toxic tort / Environmental <input type="checkbox"/> 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment <input type="checkbox"/> 08 Confession of judgment
Misc. Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	<input type="checkbox"/> 90 RICO (G) <input type="checkbox"/> 88 Partnership / Corp. governance (G) <input type="checkbox"/> 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name <input type="checkbox"/> 69 Other petition

SUMMONS
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
GAINSCO INC. and DOES 1-10

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**ENDORSED
FILED
ALAMEDA COUNTY**

JUN 27 2008

CLERK OF THE SUPERIOR COURT

By **M. Hayes** Deputy

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
BALJIT SINGH, individually and allegedly doing
business as GREYLINE CAB/YELLOW CAB

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of the State of California
County of Alameda
1225 Fallon Street
Oakland, CA 94612

CASE NUMBER:
(Número de caso): **08395501**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Alexander J. Berline - 158098 (415) 777-3200 (415) 541-9366
Christine Hiler - 245331
Hanson Bridgett LLP

425 Market Street, 26th Floor, San Francisco, CA 94105
DATE: June 27, 2008

Clerk, by **M. Hayes** Deputy
(Secretario) (Adjunto)

(Fecha) **JUN 27 2008** **PAT S. SWEETEN**
(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

HANSON BRIDGETT LLP
ALEXANDER J. BERLINE - 158098
aberline@hansonbridgett.com
CHRISTINE HILER - 245331
chiler@hansonbridgett.com
425 Market Street, 26th Floor
San Francisco, CA 94105
Telephone: (415) 777-3200
Facsimile: (415) 541-9366

**ENDORSED
FILED
ALAMEDA COUNTY**

JUN 27 2008

CLERK OF THE SUPERIOR COURT
M. Hayes
By _____ Deputy

Attorneys for Plaintiff BALJIT SINGH,
individually and allegedly doing business as
GREYLINE CAB/YELLOW CAB

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

BALJIT SINGH, individually and
allegedly doing business as
GREYLINE CAB/YELLOW CAB,

Plaintiff,

v.

GAINSCO INC. and DOES 1 - 10,
Defendant.

No. *LA* 08395501

COMPLAINT FOR DAMAGES

INTRODUCTION

Taxi driver Kuljeet Singh was injured on April 23, 1998 while driving a taxi cab (Yellow Cab #112, CA #5S18784), filed a complaint making certain allegations against BALJIT SINGH ("BALJIT"), and obtained a substantial judgment. This is an action by BALJIT against the Auto & General Liability insurer, defendant GAINSCO, INC. (hereinafter, "GAINSCO"), and DOES 1 through 10 (collectively referred to as "Defendants"), to recover sums paid to satisfy that Kuljeet Singh judgment (a true and correct copy which is attached hereto as Exhibit A).

PARTIES

1
2 1. At all times herein mentioned, Bay Area Taxi Management, Inc. ("BATM")
3 was a California corporation with its principal place of business in Oakland, California.
4 BATM managed the operations of the Yellow Cab fleet, and BALJIT was an officer of
5 BATM.

6 2. At all times herein mentioned, BALJIT was an individual and a resident of
7 Alameda, California.

8 3. At all times herein mentioned, GAINSCO was a Texas insurer authorized
9 to do business in the State of California.

10 4. The true names and capacities, whether individual, corporate or otherwise,
11 of the Defendants named herein as DOES 1 through 10, are unknown to Plaintiff, who,
12 therefore, sues said Defendants under such fictitious names. Plaintiff is informed and
13 believes, and thereon allege, that each of the Defendants designated herein as a "DOE"
14 are responsible in some manner for the events and happenings herein referred to and
15 caused some injuries and damages to Plaintiff as herein alleged.

THE INSURANCE POLICY

16
17 5. On information and belief, in 1997, Plaintiff submitted an application for
18 Auto & General Liability Insurance to GAINSCO. On information and belief, thereafter, in
19 consideration of premium payments, GAINSCO by its duly authorized agents executed
20 and delivered in Oakland, California, an Auto & General Liability policy of insurance
21 bearing policy number GPP143242, which was effective October 26, 1997, to October
22 26, 1998 (hereinafter, the "GAINSCO POLICY").

THE UNDERLYING KULJEET ACTION

23
24 6. On information and belief, on or about early 1998 Kuljeet Singh entered
25 into an independent contractor agreement to perform taxi cab driver duties for
26 GREYLINE CAB/YELLOW CAB.

27 7. On information and belief, on or about April 23, 1998, Kuljeet Singh
28 responded to a call at 935 Triangle Court, Richmond, California. Kuljeet Singh alleged

1 that the safety shield, between the passenger and driver compartments, was defective.
2 Kuljeet Singh further alleged that GREYLINE/YELLOW cab violated its own safety
3 guidelines in dispatching the call. Due to this alleged negligence, Kuljeet Singh alleged
4 that he was severely injured in a gun shooting incident (hereinafter, the "INCIDENT").

5 8. Kuljeet Singh and his wife filed a suit for negligence, assault, and loss of
6 consortium against Plaintiff (hereinafter, the "KULJEET ACTION").

7 9. Plaintiff was not served with the KULJEET ACTION complaint, and the
8 matter went into default.

9 10. On information and belief, Plaintiff timely tendered the KULJEET ACTION
10 complaint to GAINSCO, and/or its agents.

11 11. Prior counsel for Plaintiff tried to set aside that default, but the request was
12 denied and a substantial default judgment was entered (1) in favor of Kuljeet Singh in
13 the sum of one million dollars (\$1,000,000), together with costs and disbursements, and
14 interest on said judgment; and (2) in favor of Kuljeet Singh's wife in the sum of fifty
15 thousand (\$50,000), together with costs and disbursements, and interest on said
16 judgment.

17 12. The matter was dormant for several years, until counsel for Kuljeet Singh
18 and his wife started enforcement proceedings on the judgment, which the parties
19 eventually settled for \$925,000 (which has now been paid).

20 13. On May 1, 2008, counsel for Plaintiff sent a letter to GAINSCO seeking
21 reimbursement of these sums and of all defense expenses fees and costs. GAINSCO
22 disputes responsibility and refuses to reimburse Plaintiff.

23 JURISDICTION AND VENUE

24 14. Jurisdiction is proper in this Superior Court in and for the City and County
25 of Alameda pursuant to California Code of Civil Procedure section 410.10 because this
26 Court has general subject matter jurisdiction and no statutory exceptions to jurisdiction
27 exist.

28 15. Venue is proper in the City and County of Alameda pursuant to California

1 Code of Civil Procedure section 395.5, *inter alia*, because the contracts of insurance
2 were delivered and performed in Alameda.

3 **FIRST CAUSE OF ACTION**

4 **(Breach of Insurance Contract, By Plaintiff Against GAINSCO, and DOES 1-10.)**

5 16. Plaintiff incorporates by reference, as though fully set forth herein, the
6 above paragraphs 1 through 15.

7 17. On information and belief, Plaintiff fully and timely complied with all
8 provisions of the GAINSCO POLICY including, but not limited to, timely payment of the
9 premium and timely tender of the underlying claim and the KULJEET ACTION to
10 GAINSCO. In the alternative, Plaintiff alleges that he was excused from full compliance
11 because the insurance at issue was mandatory and required by State and/or Local law.

12 18. GAINSCO was and is contractually obligated to defend and indemnify
13 Plaintiff from suits for bodily injury.

14 19. Plaintiff was sued in the KULJEET ACTION for bodily injury stemming from
15 the INCIDENT. Plaintiff demanded that he be defended and indemnified under the
16 GAINSCO POLICY. GAINSCO has refused and continues to refuse to defend or
17 indemnify Plaintiff, and therefore is in breach of contractual obligations GAINSCO
18 undertook in the GAINSCO POLICY.

19 20. Plaintiff performed all other duties as required under the GAINSCO
20 POLICY, except those duties which have been excused by GAINSCO'S breach or non-
21 performance.

22 21. The acts of GAINSCO alleged above were done unreasonably and in
23 breach of the GAINSCO POLICY and the contractual covenant of good faith and fair
24 dealing.

25 22. As a proximate result of GAINSCO'S contractual breaches, Plaintiff has
26 been compelled to engage counsel and to incur attorneys' fees and other costs and
27 expenses in the defense of the KULJEET ACTION and in prosecution of this Complaint.
28

1 As a further proximate result of GAINSCO's wrongful denial, Plaintiff has been
2 compelled to incur related expenses all according to proof, including but not limited to
3 paying the \$925,000 settlement.

4 SECOND CAUSE OF ACTION

5 (Declaratory Relief, That GAINSCO is Obligated to Defend Plaintiff from the 6 KULJEET ACTION, By Plaintiff Against GAINSCO, and DOES 1-10.)

7 23. Plaintiff incorporates by reference, as though fully set forth herein, the
8 above paragraphs 1 through 22.

9 24. An actual controversy has arisen and now exists between Plaintiff and
10 GAINSCO concerning their respective rights and duties in that GAINSCO contends that
11 it has no obligation to defend Plaintiff from the KULJEET ACTION despite, on
12 information and belief, Plaintiff's proper tender. Plaintiff contends that GAINSCO is
13 obligated to defend Plaintiff.

14 25. A judicial declaration is necessary and appropriate at this time under the
15 circumstances in order that Plaintiff may ascertain their rights and duties under the
16 GAINSCO POLICY. Wherefore Plaintiff prays for a declaratory judgment that GAINSCO
17 must defend Plaintiff from the KULJEET ACTION.

18 THIRD CAUSE OF ACTION

19 (Declaratory Relief, That GAINSCO is Obligated to Indemnify Plaintiff from the 20 SINGH LAWSUIT, By Plaintiff Against GAINSCO, and DOES 1-10.)

21 26. Plaintiff incorporates by reference, as though fully set forth herein, the
22 above paragraphs 1 through 25.

23 27. An actual controversy has arisen and now exists between Plaintiff and
24 GAINSCO concerning their respective rights and duties in that GAINSCO contends that
25 it has no obligation to indemnify Plaintiff from the KULJEET ACTION. Plaintiff contends
26 that GAINSCO is obligated to indemnify Plaintiff.

27 28. A judicial declaration is necessary and appropriate at this time under the
28 circumstances in order that Plaintiff may ascertain his rights and duties under the

1 GAINSCO POLICY. Wherefore Plaintiff prays for a declaratory judgment that GAINSCO
2 must indemnify Plaintiff from the KULJEET ACTION.

3 **FOURTH CAUSE OF ACTION**

4 **(Tortious Bad Faith Denial of Duty to Defend and/or Indemnify, By Plaintiff Against**
5 **GAINSCO, and DOES 1-10.)**

6 29. Plaintiff incorporates by reference, as though fully set forth herein, the
7 above paragraphs 1 through 28.

8 30. GAINSCO'S acts alleged above were done unreasonably and in tortuous
9 breach of the covenant of good faith and fair dealing.

10 31. As a proximate result of GAINSCO'S refusal to cover the INCIDENT,
11 Plaintiff was compelled to incur attorneys' fees and other costs and expenses in the
12 defense of the KULJEET ACTION and the litigation of this Complaint. As a further
13 proximate result of GAINSCO'S wrongful denial Plaintiff has been forced to incur related
14 expenses all according to proof, including but not limited to paying the \$925,000
15 settlement.

16 32. The acts of GAINSCO alleged above were done intentionally, maliciously,
17 oppressively, and with the intent of defrauding Plaintiff, who may therefore recover
18 exemplary or punitive damages.

19 **PRAYER**

20 WHEREFORE, Plaintiff prays as follows:

- 21 1. For damages according to proof for breach of contract;
- 22 2. For general and compensatory damages from GAINSCO according to
23 proof;
- 24 3. For defense attorneys' fees and costs;
- 25 4. For prejudgment interest in an amount to be proven at the time of trial;
- 26 5. For a declaration that GAINSCO must defend Plaintiff from the KULJEET
27 ACTION;
- 28 6. For a declaration that GAINSCO must indemnify Plaintiff from the

1 KULJEET ACTION;

2 7. For attorneys' fees and costs incurred in obtaining GAINSCO POLICY
3 benefits, as provided by law (i.e., *Brandt v. Sup. Ct. (Standard Ins. Co.)* (1985) 37 Cal.3d
4 813);

5 8. For exemplary and punitive damages as against GAINSCO;

6 9. For costs of suit herein incurred; and,

7 10. For such other and further relief as this Court may deem proper.

8
9 DATED: June 27, 2008

HANSON BRIDGETT LLP

10 By: Christi Hil
11 CHRISTINE HILER
12 Attorneys for Plaintiff BALJIT SINGH,
13 individually and allegedly doing
14 business as GREYLINE CAB/YELLOW
15 CAB
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

1 ELIZABETH F. MCDONALD, State Bar No. 177363
2 LAW OFFICES OF ELIZABETH F. MCDONALD
3 55 New Montgomery Street, Suite 724
4 San Francisco, California 94105
5 Telephone: (415) 512-7788
6 Facsimile: (415) 512-7440

7 Attorneys for Plaintiffs,
8 KULJEET SINGH and KAMALDEEP SINGH

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF CONTRA COSTA

11 KULJEET SINGH and KAMALDEEP
12 SINGH,

No. C99-01230

13 Plaintiffs,

JUDGMENT BY COURT AFTER DEFAULT

14 vs.

15 BALJIT SINGH, individually and
16 doing business as GREYLINE
CAB/YELLOW CAB, et al.

17 Defendants.
18

19 This cause came on to be heard before the Honorable James R.
20 Trembath presiding in Department 17, on November 30, 1999 at 9:00
21 a.m., Elizabeth F. McDonald of the Law Offices of Elizabeth F.
22 McDonald appearing as attorney for plaintiffs, and it appearing
23 that defendant(s) having been regularly served with process, having
24 failed to appear and answer the plaintiff's complaint filed herein,
25 and the default of said defendant(s) having been duly entered and
26 evidence having been introduced in open session of this Court:

27
28 / / /

JUDGMENT BY COURT AFTER DEFAULT

1 The court having heard the testimony of plaintiffs and having
2 reviewed the documentary evidence presented by plaintiffs hereby
3 finds that: Defendant BALJIT SINGH, individually and doing business
4 as GREYLINE CAB\YELLOW CAB was negligent; that as a result of
5 defendant's negligence, plaintiff KULJEET SINGH suffered severe
6 life threatening injuries; that as a further result of defendant's
7 negligence plaintiff KULJEET SINGH has incurred economic damages
8 for medical treatment and services in the sum of \$380,000, and
9 further, plaintiff KULJEET SINGH suffered wage loss in the sum of
10 \$30,000.

11 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that plaintiff
12 KULJEET SINGH recover from defendant BALJIT SINGH, individually and
13 doing business as GREYLINE CAB\YELLOW CAB damages in the sum of One
14 Million Dollars [\$1,000,000.00], together with plaintiff's costs
15 and disbursements, and interest on said judgment as provided by
16 law.

17 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff
18 KAMALDEEP SINGH recover from defendant BALJIT SINGH, individually
19 and doing business as GREYLINE CAB\YELLOW CAB damages in the sum of
20 Fifty Thousand [\$50,000], together with plaintiff's costs and
21 disbursements, and interest on said judgment as provided by law.

22 The Clerk is ordered to enter the judgment.

23
24 Dated: 2-24-00

JAMES R. TREMBATH
Hon. James R. Trembath
Judge of the Superior Court

ALTERNATIVE DISPUTE RESOLUTION
INFORMATION PACKAGE
Effective April 15, 2005

Instructions to Plaintiff / Cross-Complainant

In all general civil cases filed in the trial courts after June 30, 2001, **the plaintiff is required to serve a copy of this ADR information package on each defendant.**

California Rules of Court, Rule 3.221 (excerpt)

(a) Court to provide information packet

Each court must make available to the plaintiff, at the time the complaint is filed in all general civil cases, an alternative dispute resolution (ADR) information package that includes, at a minimum, all of the following:

- (1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes....
- (2) Information about the ADR programs available in that court....
- (3) In counties that are participating in the Dispute Resolution Programs Act (DRPA), information about the availability of local dispute resolution programs funded under the DRPA....
- (4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) Court may make package available on Web site....

(c) Plaintiff to serve information package

In all general civil cases, the plaintiff must serve a copy of the ADR information package on each defendant together with the complaint. Cross-complainants must serve a copy of the ADR information package on any new parties to the action together with the cross-complaint.

GENERAL INFORMATION ABOUT ADR

Introduction to Alternative Dispute Resolution

Did you know that most civil lawsuits settle without a trial? And did you know that there are a number of ways to resolve civil disputes without having to sue somebody? These alternatives to a lawsuit are known as alternative dispute resolution (also called ADR). The most common forms of ADR are mediation, arbitration, and neutral evaluation. There are a number of other kinds of ADR as well.

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. In mediation, for example, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court.

ADR is not new. ADR is available in many communities through court-connected and community dispute resolution programs and private neutrals.

Advantages of Alternative Dispute Resolution

ADR can have a number of advantages over a lawsuit:

- **ADR can be speedier.** A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- **ADR can save money.** Court costs, attorney fees, and expert witness fees can be saved.
- **ADR can permit more participation.** With ADR, the parties may have more chances to tell their side of the story than in court and may have more control over the outcome.
- **ADR can be flexible.** The parties can choose the ADR process that is best for them.
- **ADR can be cooperative.** In mediation, for example, the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other.
- **ADR can reduce stress.** There are fewer, if any, court appearances. And because ADR can be speedier, cheaper, and can create an atmosphere in which the parties are normally cooperative, ADR is easier on the nerves. The parties do not have a lawsuit hanging over their heads. For all the above reasons, many people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve a dispute instead of filing a lawsuit. Even when a lawsuit has been filed, ADR can be used before the parties' positions harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

Disadvantages of Alternative Dispute Resolution

ADR may not be suitable for every dispute.

If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure and review for legal error by an appellate court.

There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

The neutral may charge a fee for his or her services.

If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Lawsuits must be brought within specified periods of time, known as statutes of limitations. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

Three Common Types of Alternative Dispute Resolution

This section describes the forms of ADR most often found in the California state courts and discusses when each may be right for a dispute.

Mediation

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the mediator does not decide how the dispute is to be resolved; the parties do.

Mediation is a cooperative process in which the parties work together toward a resolution that tries to meet everyone's interests, instead of working against each other where at least one party loses. Mediation normally leads to better relations between the parties and to resolutions that hold up. For example, mediation has been very successful in family disputes, particularly with child custody and visitation.

Mediation is particularly effective when the parties have a continuing relationship, like neighbors or business people. Mediation also is very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to let out their feelings and find out how they each see things.

Mediation may not be a good idea when one party is unwilling to discuss a resolution or when one party has been a victim of the other or has unequal bargaining power in the mediation. However, mediation can be successful for victims seeking restitution from offenders. A mediator can meet with the parties separately when there has been violence between them.

Arbitration

In arbitration, a neutral (the arbitrator) reviews evidence, hears arguments, and makes a decision (award) to resolve the dispute. Arbitration normally is more informal, much quicker, and less expensive than a lawsuit. Often a case that may take a week to try in court can be heard by an arbitrator in a matter of hours, because evidence can be submitted by documents (like medical reports and bills and business records) rather than by testimony.

There are two kinds of arbitration in California:

(1) Private arbitration, by agreement of the parties involved in the dispute, takes place outside of the courts and is normally binding. In most cases, "binding" means that the arbitrator's decision (award) is final and there will not be a trial or an appeal of that decision.

(2) "Judicial arbitration" takes place within the court process and is not binding unless the parties agree at the outset to be bound. A party to this kind of arbitration who does not like a judicial arbitration award may file a request for trial with the court within a specified time. However, if that party does not do better in the trial than in arbitration, he or she may have to pay a penalty.

Arbitration is best for cases where the parties want a decision without the expense of a trial. Arbitration may be better than mediation when the parties have no relationship except for the dispute.

Arbitration may not be a good idea when the parties want to decide on the outcome of their dispute themselves.

Neutral Evaluation

In evaluation, a neutral (the evaluator) gives an opinion on the strengths and weaknesses of each party's evidence and arguments and makes an evaluation of the case. Each party gets a chance to present his or her side and hear the other side. This may lead to a settlement or at least help the parties prepare to resolve the dispute later on. If the neutral evaluation does not resolve the dispute, the parties may go to court or try another form of ADR.

Neutral evaluation, like mediation, can come early in the dispute and save time and money.

Neutral evaluation is most effective when a party has an unrealistic view of the dispute, when the only real issue is what the case is worth, or when there are technical or scientific questions to be worked out.

Neutral evaluation may not be a good idea when it is too soon to tell what the case is worth or if the dispute is about something besides money, like a neighbor playing loud music late at night.

Other Types of Alternative Dispute Resolution

There are several other types of ADR besides mediation, arbitration, and neutral evaluation. Some of these are conciliation, settlement conferences, fact-finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR methods. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

The selection of a neutral is an important decision. There is no legal requirement that the neutral be licensed or hold any particular certificate. However, some programs have established qualification requirements for neutrals. You may wish to inquire about the qualifications of any neutral you are considering.

Agreements reached through ADR normally are put in writing by the neutral and, if the parties wish, may become binding contracts that can be enforced by a judge.

You may wish to seek the advice of an attorney about your legal rights and other matters relating to the dispute.

Help Finding an Alternative Dispute Resolution Provider in Your Community

To locate a dispute resolution program or private neutral in your community:

- **Visit the Court's Web site.** The Alameda County Superior Court maintains a list of court-connected mediators, neutral evaluators, and private arbitrators at <http://www.alameda.courts.ca.gov/adr/index.html>
- **Contact the Small Claims Court Legal Advisor.** The small claims legal advisor for Alameda County is located at the Wiley W. Manuel Courthouse, Self-Help Center. The phone number is 510-268-7665.
- **Visit the California Department of Consumer Affairs' Web site.** The Department of Consumer Affairs (also called the DCA) has posted a list of conflict resolution programs throughout the state. The list can be found at http://www.dca.ca.gov/consumer/mediation_programs.shtml

You can also call the Department of Consumer Affairs, Consumer Information Center, at 1-800-952-5210.

- **Contact your local bar association.** You can find a list of local bar associations in California on the State Bar Web site at http://members.calbar.ca.gov/search/ba_results.aspx?txtan=&txtln=&County=&District=&ClassTypes=C

If you cannot find a bar association for your area on the State Bar Web site, check the yellow pages of your telephone book under "Associations."

- **Look in the yellow pages of your telephone book under "Arbitrators" or "Mediators".**
- **Automotive Repair, Smog Check:** The California Bureau of Automotive Repair (also known as BAR) offers a free mediation service for consumers who are dissatisfied with an auto repair or a smog check, or who dispute an invoice for such services. BAR registers and regulates California automotive repair facilities and licenses smog, lamp, and brake inspection stations. Learn more at <http://www.smogcheck.ca.gov/StdPage.asp?Body=/Geninfo/Otherinfo/Mediation.htm#What%20is%20a%20Media%20tor> or call 800-952-5210.
- **Attorney Fees:** The State Bar of California administers a mandatory fee arbitration program to resolve attorney fee disputes between lawyers and their clients. The program is an informal, low-cost forum and is mandatory for a lawyer if a client requests it. Mediation of attorney fees disputes may also be available in some areas of California. Learn more at <http://www.calbar.org/2bar/3arb/3arbndx.htm> or call 415-538-2020.

DISPUTE RESOLUTION PROGRAMS IN ALAMEDA COUNTY

East Bay Community Mediation
1968 San Pablo Avenue, Berkeley, CA 94702-1612

Phone: (510) 548-2377; Fax: (510) 548-4051

<http://www.ebcm.org/>

EBCM is a community-based mediation program created by the union of Berkeley Dispute Resolution Service and Conciliation Forums of Oakland. EBCM offers counseling on options and approaches to resolving a dispute, mediation, large-group conflict facilitation, and conflict resolution skills workshops.

Catholic Charities of the East Bay: Oakland – Main Office
433 Jefferson Street, Oakland, CA 94607

Phone: (510) 768-3100; Fax: (510) 451-6998

<http://www.cceb.org/>

Mediators are responsible for mediation sessions involving the youth, victim and family members to work towards a mutually agreeable restitution agreement. Also, provide free workshops in anger management and mediation.

Center for Community Dispute Settlement
291 McLeod Street, Livermore, CA 94550

Phone: (925) 373-1035; Fax: (925) 449-0945

<http://www.trivalleymediation.com/>

Provides services in Tri-Valley for all of Alameda County. Program goals are to increase the number of court cases resolved, mediating small claims cases four days per week, and training youth in listening and conflict resolution skills.

**ALAMEDA COUNTY SUPERIOR COURT
ADR PROGRAM**

ADR Program Administrator

Pursuant to California Rules of Court, rule 10.783, the presiding judge of the Superior Court of California, County of Alameda designated the Court Executive Officer to serve as ADR program administrator.

A Plaintiff may elect, the parties may stipulate, or a judge may refer a case to Judicial Arbitration. The Judicial Arbitration Program Coordinator may be contacted during regular court business hours at (510) 690-2705.

The Judicial Arbitration Process

Appointment of Arbitrator (must be appointed within 30 days after referral per CRC 3.815(c)(2)).

- ⇒ Parties mailed list of five names from which to select (list mailed within 5-10 business days after receipt of referral).
- ⇒ Each party may reject one of the names listed (10 calendar days per CRC 3.815(b)(3)).
- ⇒ The administrator randomly appoints the arbitrators from the names remaining on the list or if one name remains then that name is deemed appointed (CRC 3.815(4)).

Assignment of Case (CRC 3.817)

- ⇒ Within 15 days of notice of the appointment, the arbitrator shall contact parties in writing about time, date, and place of the hearing. The parties shall receive at least 30 days notice prior to the hearing.

Hearings (CRC 3.817)

- ⇒ Must be scheduled to be completed not more than 90 days from the date the arbitrator was assigned. For good cause shown, a Judge may continue the case beyond this 90-day period.

Award of Arbitrator

- ⇒ The arbitrator must file an award within 10 days of the conclusion of the arbitration hearing. The arbitrator may apply to the court for an additional 20 days in cases of unusual length or complexity (CRC 3.825(b)).
- ⇒ Within 30 days of the filing of the award, a party may file a request for trial (CRC 3.826(a)).
- ⇒ The clerk must immediately enter the arbitration award as a judgment if no party has served and filed a request for trial during the 30-day period after the award is filed (CRC 3.827).

Return of Case to Court

- ⇒ Upon the filing of a request for trial, the action must proceed as provided under an applicable case management order or, if there is no pending order, promptly set for a case management conference. (CRC 3.826(b)).
- ⇒ When a judgment is entered, the clerk will notify all parties who have appeared in the case including the judge to whom the case is assigned if there is one (CRC 3.827(b)).
- ⇒ If a case is settled then each plaintiff or other party must notify the arbitrator and the court as required under California Rules of Court, rule 3.1385 (CRC 3.829).

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

<input type="checkbox"/> Berkeley Courthouse 2000 Center Street, 2 nd Fl., Berkeley, CA 94704	<input type="checkbox"/> Fremont Hall of Justice 39439 Paseo Padre Parkway, Fremont, CA 94538	<input type="checkbox"/> Gale/Schenone Hall of Justice 5672 Stoneridge Drive, Pleasanton, CA 94588
<input type="checkbox"/> George E. McDonald Hall of Justice 2233 Shoreline Drive, Alameda, CA 94501	<input type="checkbox"/> Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	<input type="checkbox"/> René C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612
	<input type="checkbox"/> Wiley W. Manuel Courthouse 661 Washington Street, Oakland, CA 94607	

Case No.:

Plaintiff

vs.

**STIPULATION FOR ALTERNATIVE
DISPUTE RESOLUTION (ADR)**

Defendant

The parties by and through their attorneys of record hereby stipulate to submit the within
controversy to the following Alternative Dispute Resolution process:

ORDER

The foregoing stipulation having been read and considered and good cause appearing, now therefore, IT
IS SO ORDERED.

IT IS FURTHER ORDERED that the matter be set for Order to Show Cause Hearing RE:

Dismissal on _____ at _____ a.m./p.m. in Department _____

Dated:

JUDGE OF THE SUPERIOR COURT

(SEAL)

PROOF OF SERVICE

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 11900 West Olympic Blvd., Ste. 600, Los Angeles, California 90064.

On August 12, 2008, I served the foregoing document described as **"NOTICE OF REMOVAL OF ACTION; DEMAND FOR JURY TRIAL"** on the interested parties in this action by placing a [X] true copy thereof [] the original document enclosed in a sealed envelope addressed as follows:

[SEE ATTACHED SERVICE LIST]

 X (BY MAIL) In accordance with the regular mail collection and processing practices of this business office, with which I am familiar, by means of which mail is deposited with the United States Postal Service at Los Angeles, California that same day in the ordinary course of business, I deposited such sealed envelope for collection and mailing on this same date following ordinary business practices.

 (BY PERSONAL SERVICE)

 By personally delivering copies to the person served.
 I delivered such envelope by hand to the office of the addressee pursuant to C.C.P. Section 1011.
 I caused such envelope to be delivered by hand to the office of the addressee, either by overnight delivery via Overnight Express.
 I caused such envelope to be delivered to the office of the addressee, by telecopier or facsimile machine. Proof of such delivery is attached hereto.


STATE X

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 12, 2008, at Los Angeles, California.

ANI MAKHANIAN

Name


 Signature

Service List

SINGH v. GAINSCO, INC.

Alameda County Superior Court Case No. RG08395501

United States District Court Case No. TBA

Alexander J. Berline, Esq.

Christine Hiler, Esq.

HANSON BRIDGETT, LLP

425 Market Street, 26th Floor

San Francisco, CA 94105

Telephone (415) 777-3200

Facsimile (415) 541-9366

Attorneys for Plaintiff

BALJIT SINGH, individually and

allegedly doing business as GREYLINE CAB/YELLOW CAB

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 11900 West Olympic Blvd., Ste. 600, Los Angeles, California 90064.

On August 12, 2008, I served the foregoing document described as "**NOTICE OF FILING REMOVAL OF ACTION WITH FEDERAL COURT**" on the interested parties in this action by placing a [X] true copy thereof [] the original document enclosed in a sealed envelope addressed as follows:

[SEE ATTACHED SERVICE LIST]

X (BY MAIL) In accordance with the regular mail collection and processing practices of this business office, with which I am familiar, by means of which mail is deposited with the United States Postal Service at Los Angeles, California that same day in the ordinary course of business, I deposited such sealed envelope for collection and mailing on this same date following ordinary business practices.

____ (BY PERSONAL SERVICE)

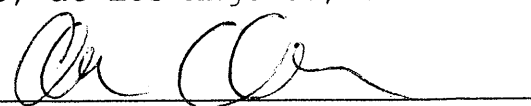
- ____ By personally delivering copies to the person served.
- ____ I delivered such envelope by hand to the office of the addressee pursuant to C.C.P. Section 1011.
- ____ I caused such envelope to be delivered by hand to the office of the addressee, either by overnight delivery via Overnight Express.
- ____ I caused such envelope to be delivered to the office of the addressee, by telecopier or facsimile machine. Proof of such delivery is attached hereto.

STATE

X I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 12, 2008, at Los Angeles, California.

ANI MAKHANIAN
 Name


 Signature

Service List

SINGH v. GAINSCO, INC.

Alameda County Superior Court Case No. RG08395501

United States District Court Case No. TBA

Alexander J. Berline, Esq.

Christine Hiler, Esq.

HANSON BRIDGETT, LLP

425 Market Street, 26th Floor

San Francisco, CA 94105

Telephone (415) 777-3200

Facsimile (415) 541-9366

Attorneys for Plaintiff

BALJIT SINGH, individually and

allegedly doing business as GREYLINE CAB/YELLOW CAB